

1909-030 Chancery Causes: H. A. Johnson vs. John T. Dixon Lumber Co]  
Lee Co John T. Dixon Lumber Co] vs. H. A. Johnson

Folder 10/2

Dixon, Pennington

CA Business Dissolution  
T- Property  
Business

- Correspondence



To the Hon. H. A. W. SKEEN, Judge of the Circuit Court for  
Lee County, Virginia:

Humbly complaining, your orator, H. A. Johnson would show unto the Court that on the \_\_\_\_ day of 190\_\_, he and John T. Dixon doing business under the name and style of the John T. Dixon Lumber Company, formed a partnership for the purpose of manufacturing a large quantity of timber on the head of Straight Creek Lee County Virginia, which timber had been purchased from the Carter heirs and from A. J. Zion. The original agreement between your orator and the John T. Dixon Lumber Company, was not reduced to writing until the 21st of September, 1907, when a dispute arose between your orator and the said John T. Dixon Lumber Company. The agreement, in substance, was as follows: The John T. Dixon Lumber Company was to purchase and pay for said timber, saw-mill plant and outfit, and stock to manufacture and market said timber; sell said lumber manufacturer from said ~~lumber~~ timber, keep all books as to sale of said lumber and collect the money from such sales; also furnish the money to manufacture and market said timber; they to be paid interest on the investment in purchasing the timber, saw-mill plant, outfit and stock until said money was paid back to them out of the sales of the lumber, but not to be paid interest on the fund furnished to manufacture said timber into lumber and all investments paid and laid out by the John T. Dixon Lumber Company, in the purchase of the timber, saw-mill plant, outfit and stock, and the manufacture of the said timber into lumber be paid back to it, and the net profits derived from the said lumber to be divided as follows: Two-thirds to the John T. Dixon Lumber Company, one-half ~~thereof~~ thereof for profit on the investment and the balance being for the sale of the lumber and the work incident to the said sale; and the one-third to balance ~~thereof~~ thereof to H. A. Johnson for his labor, time and energy, in manufacturing, hauling and shipping out said lumber for the said John T. Dixon Lumber Company; it was further agreed between the parties that said lumber should be sold within four months after the manufacture of the same was finally completed, or as soon thereafter as possible.



There having been no settlement made between the said parties on the lumber sold by the John T. Dixon Lumber Company the following addition was made on the 21st day of September, 1907, and the whole reduced to writing and signed in duplicate by said parties; to wit: that the said John T. Dixon Lumber Company shall charge said business and operation with any and all sums paid out as aforesaid with interest as aforesaid and credit the same with all sums received and to be hereafter received from the sale of lumber, saw-mill plant, outfit, stock and property, and sell as expeditiously as possible the lumber on hand and together with H. A. Johnson sell the saw-mill, outfit, horses and other property for the best price obtainable and out of the funds so in hand and hereafter received, pay amount due them as aforesaid, pay H.A. Johnson \$3,000.00 cash on his profits, and all the residue of fund received and to be received pay themselves the \$3,000.00 paid H.A. Johnson as aforesaid, retain two-thirds of the profit and pay H.A. Johnson one-third thereof at the end of each sixty days from this date, that is September 21, 1907, as the money is received until the business is fully wound up. It being understood that the \$3,000.00 paid H.A. Johnson under this contract by the John T. Dixon Lumber Company out of H.A. Johnson's one-third of the profit until the said \$3,000.00 is repaid to them, then the residue of the net profit shall be divided, two-thirds to the J.T. Dixon Lumber Company, and one-third to H.A. Johnson. The said John T. Dixon Lumber Company to render a statement to H.A. Johnson of all sales made at the end of each sixty days, showing all sales of lumber and property, to whom sold, and terms of sale and prices sold for, and in addition to the cash on hand and due to the said Johnson he shall also be entitled to one-third net in amount of all notes or accounts outstanding and due for lumber and property unpaid for at the time the said lumber and property is all sold if he desires to take over said notes and accounts to this extent. A copy of said contract is filed herewith as a part hereof and prayed to be so read and considered.

Your orator represents unto the Court that the said John T. Dixon Lumber Company has in many ways violated the letter and the spirit of the said contract. It has failed to render unto your



orator any statement of the sales of lumber made from the said 21st day of September, ~~2007~~ 1907 until a few days before the institution of this suit although your orator has repeatedly asked for such statement showing the condition of the said business and although said sales have amounted to some seventy odd thousands of dollars and the statement then furnished by the said lumber company is so inaccurate and contains so many gross and glaring errors that your orator was compelled to refuse to accept the same and although the business was to be wound up and the lumber sold within four months from the time the manufacturing thereof was completed or as soon thereafter as possible although the manufacture has been completed about fourteen months a large quantity of lumber remains on hand unsold and it appears to your orator very little effort is being made by the said John T. Dixon Lumber Company to sell the same, also there remains on hands and paid for out of the business the saw-mill plant and other property all said situated in the said county of Lee. Your orator avers that he is very anxious to have said partnership business wound up the property belonging to it sold and the proceeds divided according to the respective rights of the parties under the contract herein mentioned and to have a full and complete settlement with the said John T. Dixon Lumber Company and if necessary to have a Receiver appointed to take charge of and dispose of all the partnership effects, collect the money therefor and pay over the same in accordance to the rights of the parties.

To that end your orator prays that John T. Dixon doing business under the name of the John T. Dixon Lumber Company be made a party to this bill and that he be required to answer the same but he need not do so under oath, the oath being specifically waived; that he be required to render a full, complete and accurate account of all the lumber sold, monies received and disbursed, accounts and notes on hand and all other matters pertaining to said business; that he be required to make a complete settlement with your orator concerning the said business and to that end you orator asks that said settlement be referred to ~~the~~ a Commissioner of your Honors Court to make; and that a Receiver be appointed to take charge of



and sell all the partnership effects belonging to your orator and the said John T. Dixon Lumber Company; under the order and direction of the Court; and the said John T. Dixon being a non-resident of the State may order a publication be made posted and published as required by law; may all proper processes issue and orders entered and may all such other further and general relief be afforded your orator as to equity may seem meet. And he will ever pray etc.

-----J. G. Noel-----P. Q.



H. A. Johnson.

vs Bill & Cheney

John I. Dixon Lumber Co

Filed Aug. 22, 1908.

1908, 2<sup>nd</sup> Aug. Rules

Bill filed, Spa.  
not executed &  
cont'd for O.P. X

d.n.  
" 1<sup>st</sup> Sept. Rules  
d.n. conf'd, O.P. com-  
pleted & cause  
set for hearing.

Costs:

Clk \$5.61

Tax 1.50

Printer



To the Hon. H. A. W. Skeen, Judge of the Circuit Court for Lee County.

Your petitioner, John T. Dixon, trading and doing business as The John T. Dixon Lumber Company, would respectfully represent unto your honor that there is now pending in the Circuit Court of Lee County, a chancery suit brought by H. A. Johnson against him. This bill of complaint was matured for the September term of your honor's Court, and at said September term your petitioner filed his demurrer and answer in said cause, and the same was continued without the Court having passed upon the sufficiency of said demurrer, or issue having been made<sup>up</sup> on said bill and answer filed therein.

The subject matter of the litigation and controversy are duly shown by the bill of said Johnson, the demurrer thereto and the answer filed therewith, which are here referred to and made a part of this petition; this petition being filed in said suit, and the relief herein prayed for being supplementary to and in addition to the relief sought in your petitioner's said answer filed in said cause.

Your petitioner avers and alleges that since his said answer was filed in said cause that said H. A. Johnson has refused to ship upon your petitioner's orders the lumber mentioned and described in said bill and answer, and in the contract filed therewith, except on terms <sup>those</sup> different from<sub>^</sub> provided for in said contract; that your petitioner since the closing of your Honor's September term of the Court has sent to the said H. A. Johnson orders and directions for shipping a portion of said lumber, but he declined to do so, except on terms mentioned in his letter to your petitioner dated October, 6th, 1908, and



which letter is here filed marked exhibit number one, and prayed to be taken as a part of this petition; that your petitioner again requested said Johnson to ship a portion of said lumber, but he again by letter dated October, 10th, 1908, refused to ship the same except upon the conditions mentioned by him in his letter aforesaid, marked exhibit "1", and which last letter is herewith filed marked exhibit number "2" and prayed to be taken as a part of this petition; and that the provisions mentioned in his said letters are, as your petitioner is advised, contrary to the express provisions of the contract entered in between your petitioner and the said H. A. Johnson. Your petitioner will state that the contract entered into between him and the said H. A. Johnson expressly provides that your petitioner should sell said lumber manufactured from the timbers referred to in said contract, and keep all books as to the sale of said lumber and collect all moneys arising from such sales; and that your petitioner should have two-thirds of the net profit on said lumber, and the said H. A. Johnson one-third of such profit, "for his labor, time and energy in manufacturing and hauling out said lumber for the said John T. Dixon Lumber Company".

and since the September term of the Court  
Your petitioner avers that he has heretofore sent orders and directions to the said H. A. Johnson in the way and manner that all orders have prior to <sup>said date</sup> been sent him requesting him to ship out certain car loads, certain parts and parcels of said lumber, to-wit, five - car loads, but the said H. A. Johnson has refused to fill said orders and ship out said lumber as requested by your petitioner, as above shown in said two exhibits "1" and "2";



that the said H. A. Johnson instead of shipping said lumber as requested by your petitioner as aforesaid, he is now, as your petitioner is informed, charges and alleges, clandestinely shipping and selling said lumber on his own account and in his own way, and at his own prices without the consent of your petitioner, and he announces his purpose and intention <sup>continue</sup> to sell and dispose of and collect the money for the same <sup>and</sup> for any and all the balance of said lumber and property described in said bill and answer belonging to your petitioner as aforesaid.

Your petitioner alleges that the only interest which the said H. A. Johnson has in said lumber is (1/3) one-third of the net profits; that under the terms of the original contract between said Johnson and your petitioner ( a verified copy of which is here filed as a part of this petition marked exhibit "3", and prayed to be taken ad a part hereof); the said H. A. Johnson has no right to sell or dispose of said lumber himself, and that the power and authority as well as the right to sell and dispose of said lumber rests entirely with your petitioner.

Your petitioner alleges that irreparable injury and loss will be sustained by him, in this, he has contracted and sold a large portion of said lumber to his customers, and if he be denied the right to carry out his contracts with his customers, they will in all probability be suing him for damages on his contracts with them, and thereby cause your petitioner great loss in the way of money to pay damages of loss of customers if the said H. A. Johnson is permitted <sup>to continue</sup> and allowed <sup>to</sup> to sell and dispose of said lumber and receive the money therefor. That the said H. A. Johnson is insolvent; that he is shipping and disposing of said lumber as aforesaid,



which  
violates the plain meaning and intent of his contract with  
your petitioner; and also he violates the intent and mean-  
ing of said contract in refusing to ship out said lumbers  
upon your petitioner's orders and request.

The premises aforesaid considered, the prayer of  
your petitioner is that the said H. A. Johnson be enjoined  
restrained and prohibited from selling, shipping out or  
disposing of said lumber, saw mill and saw-mill outfit,  
and other property belonging to your petitioner as des-  
cribed in said suit; that he be enjoined and restrained  
from collecting or receiving the purchase money for any of  
the lumber and property heretofore sold by him; that your  
honor appoint <sup>your petitioner</sup> a receiver in said cause if deemed neccessary  
by your honor to take charge of said lumber, saw-mill and  
other property and sell the same under the order of the  
Court; that the said H. A. Johnson be made a party defendant  
to this petition; that he be required to answer the same  
fully and specifficially; that he especially answer how  
much, the quality and person or persons to whom he has  
sold any of said lumber, and the terms and prices at which  
he has sold the same, the time when he sold the same, and  
what money has been paid him, if any, on such sales of either  
said lumber or any other property belonging to your petitioner,  
and mentioned in said contract marked exhibit "3"; and also  
if the said H. A. Johnson denys in his answer that he is  
insolvent, he will further answer what property he owns,  
in his own right in this State, where located, its value  
and the amount of incumbrances upon the same, if any; and  
that all further and general relief as may be suited in  
equity to the meritsof this contraversy be awarded your  
petitioner; and he will ever pray, etc.

E. J. Finney

P.Q.

Sturges & Bros

P.Q.



Virginia,

County of Lee, to-wit;

I, R E L Chumblay a Notary Public

in and for the County and State aforesaid, do hereby

certify that H. S. Dixon, personally ap-

peared before me in my County aforesaid and made oath that

the allegations and averments contained in the foregoing

petition are true to the best of his knowledge and belief.

Given under my hand, this the 4th day  
of November, 1908.

R. E. L. Chumblay, N.P.



COPY.

Elizabethton, Tenn., Oct. 9th, 1908.

H. A. Johnson,

Pennington Gap, Va.

Customer wants acceptance by wire of order for Lee County stock.  
Answer if we can depend upon prompt shipment.

The John T. Dixon Lumber Company.

\*\*\*\*\*

COPY.

Pennington Gap, Va. Oct. 10th, 1908.

The John T. Dixon Lumber Company,

Elizabethton, Tenn.

Will not ship orders only on condition named in my letter of  
October 5th.

H. A. Johnson.



# The John T. Dixon Lumber Co.

...Main Office...  
Elizabethton, Tenn.

Manufacturers of and  
Wholesale Dealers in  
Poplar and Hardwoods

Poplar and Oak

The John T. Dixon Lbr. Co.,  
ELIZABETHTON, TENN.

Pennington Gap, Va., Oct 6<sup>th</sup> 1908

Yente  
Yours of the 5<sup>th</sup> received  
with order # 532 enclosed

I will ship the order if you will agree to  
send me  $\frac{1}{3}$  of what it comes to either in a  
note if they pay for it - in that way. or if they pay  
cash less the 2 $\frac{1}{2}$ % you to send me that immediately  
on settlement of car unless you will do this I  
will have to refuse to fill order

Enclosed find statement of all lumber  
on yard. I gave one to Mr Finney when at  
Selmon & supposed he gave it to you

Sold the 2 Horses on the 18<sup>th</sup> for \$200<sup>00</sup>  
on 3-6 + 9 months time thought better to do that  
than to go + buy feed for them

Yours Truly  
H A Johnson





# Pennington Lumber Co.,

—MAUFACTURERS OF—  
ROUGH AND DRESSED

YELLOW POPLAR, OAK AND CHESTNUT LUMBER

OAK FLOORING AND POPLAR MOULDINGS—CUMBERLAND RIVER STOCK.

DEALERS IN GENERAL MERCHANDISE.

Our lumber is inspected according to the grading rules adopted by the Hardwood Mfg's Association of the U. S. June, 1902, and all our quotations are based thereon. A copy of the rules cheerfully furnished on application.

Pennington Gap, Va., October 10th, .8

The John T. Dixon Lumber Co.

Elizabethton, Tenn.

Gentlemen:-

Your letter and telegram of the 8th received, wised you you this A, M, as follows. Will not ship orders only on conditions named in my letter of October 5th. I am certainly ~~am~~ surprised at the position that you take in this matter and how you can expect me to keep on shipping your orders with no prospects of ever getting any settlement with you. I can see nothing in my proposition of the 5th that is unfair to either of us. I am not asking you for any new deals only insisting for my rights and what belongs to me. Fathermore will say that I do not have to have any authority from you in regard to running this business anymore than you would from me to run yours, but have always tried to run it for the mutual benefit of us both, but when it comes right down to hard pan facts I am the manager of the business here. I only ask you to do as you agreed to and have never asked anything else.

Yours Truly,

*H. Johnson*



WHEREAS the parties hereto have disagreed about the final settlement & the mode & manner in which final settlement shall be made, of the timber & lumber operation on Strait Creek in Lee Co., Va., conducted in the name of The Jno. T. Dixon Lb'r. Co., & being the lumber cut & manufactured by H. A. Johnson for them from the Carter lands & about 75,000 feet of lumber bought of A. L. Lion;

AND WHEREAS the parties hereto desire to adjust and settle all differences between them amicably & to agree upon a mode & manner of settlement that will fully comply with their original agreement under which said lumber & timber was purchased & manufactured & which will be just & equitable;

AND WHEREAS no written contract was ever signed by the undersigned parties hereto setting forth the terms of their agreement as to the manufacture & sale of said lumber;

AND WHEREAS all of said timber has been manufactured into lumber & most of same has been sold & shipped out & all the balance thereof is on sticks on the yard at the mill & operation & at the Tunnel;

AND WHEREAS the original agreement- but not reduced to writing- between the parties hereto was that the Jno. T. Dixon Lumber Co., of Elizabethton, Tenn., on its part would purchase and pay for said timber, saw mill plant & outfit & stock to manufacture & market said timber; sell said lumber manufactured from said timber, keep all books as to sale of said lumber & collect the monies from such sales; also furnish the money to manufacture & market said timber; they to be paid interest on the investment in purchasing



the timber, saw mill plant, outfit & stock until said money was paid back to them out of the sales of the lumber, but not to be paid interest on the fund furnished to manufacture said timber into lumber, and all investments paid & laid out by The Jno. T. Dixon Lbr. Co., in the purchase of the timber, saw mill plant, outfit & stock, and the manufacture of said timber into lumber to be paid back to it, and the net profits arising from said lumber to be divided as follows: Two thirds to Jno. T. Dixon Lb'r. Co., one half thereof being for profit on the investment & the balance being for the sale of the lumber & the work incident to said sale - and the one-third, the balance thereof, to H. A. Johnson for his labor, time & energy in manufacturing, hauling & shipping out said lumber for said Jno. T. Dixon Lb'r. Co.;

AND WHEREAS it was agreed between the parties hereto that said lumber should be sold within four months after the manufacture of same was finally completed, or as soon thereafter as possible;

AND WHEREAS no settlement has been made between the parties hereto on the lumber sold by the Jno. T. Dixon Lb'r. Co., from said operation & whereas the parties hereto now agree upon a basis upon which to wind up said transaction & business & a settlement thereof;

Now, therefore, this agreement made this the 21st day of September, 1907, between The Jno. T. Dixon Lumber Co., and the said H. A. Johnson, witnesseth;

That the said Jno. T. Dixon Lb'r. Co., shall charge said business & operation with any & all sums paid out as aforesaid, with interest as aforesaid, and credit same with all sums received & to be hereafter received from the sale



of lumber, saw mill plant, outfit & stock & property, and sell as expeditiously as possible lumber on hand & together with H. A. Johnson sell the saw mill outfit, horses & other property for the best price obtainable, and out of the funds so in hand & hereafter received, pay amount due them as aforesaid, pay H. A. Johnson Three Thousand Dollars cash on his profits, and all the residue of fund received & to be received pay themselves the \$3000.00 paid H. A. Johnson as aforesaid, retain two-thirds of the profits and pay H. A. Johnson one-third thereof at the end of each sixty days from this date as the money is received until the business is fully wound up. It being understood that the \$3000.00 paid H. A. Johnson under this contract shall be retained by the Jno. T. Dixon Lb'r. Co. out of H. A. Johnson's  $\frac{1}{3}$  of the profits until the said \$3000.00 is repaid to them & then the residue of the net profits to be divided  $\frac{2}{3}$  to The Jno. T. Dixon Lb'r. Co. &  $\frac{1}{3}$  to H. A. Johnson. The said Jno. T. Dixon Lbr. Co. will render a statement to H. A. Johnson of all sales made at the end of each 60 days, showing all sales of lumber & property to whom sold & terms of sale & prices sold for, and in addition to the cash on hand & due to said Johnson he shall also be entitled to one-third net in amount of all notes or accounts outstanding & due for lumber & property unpaid for at the time the said lumber & property is all sold if he desires to take over said notes & accts. to this extent.

In witness whereof we hereunto affix our names & seals.

The John T. Dixon Lbr. Co. (SEAL)

Signed in duplicate

H. A. Johnson (SEAL)

Witness

E. S. Finney



Virginia,

County of Russell, to-wit:

I, Etta V. Harris, a Notary Public in and for the County aforesaid, in the State of Virginia, do hereby certify that E. S. Finney personally appeared before me in my said County and made oath that the foregoing writing is a true copy of the contract between The John T. Dixon Lumber Company and H. A. Johnson.

Given under my hand this 30th day of October, 1908.

Etta V. Harris

Notary Public.



To H. A. Johnson,

Your are hereby notified that on Thursday, November, 5th, 1908, at the dwelling house of the Hon. H. A. W. Skeen in the town of Big Stone Gap, Wise County, Virginia, and at the hour of ten o'clock <sup>A. M.</sup> ~~on~~ said day I will move the Judge of the Circuit Court of Lee County, for an injunction to enjoin, restrain and prohibit you from selling, disposing of or shipping out any of my lumber upon sales made by you in Lee County, Virginia; and I will also at the same time and place move said Court that a receiver be appointed ~~in xxxxxxxxxpendingxxxxxxx~~ to take charge of all of the effects, lumber and estate belonging to me in Lee County, Virginia, and which property is in litigation in a suit pending in the Circuit Court for Lee County wherein you are complainant and I an defendant, and which property is therein fully described. This October, 31st, 1908.

John T. Dixon trading as

The John T. Dixon Lumber Co.

By, E. S. Finney, and

Pennington Bros.

His attorney.



The John T. Dixon  
Lumber Co

vs. } Notice

H. A. Johnson

I, executed the within  
notice on the 31<sup>st</sup> day of  
Oct. 1908 by deliver-  
ing a true copy of the  
same to H. A. Johnson,  
in Lee County Va in  
person.

J. T. Hughes

The above return sworn  
to before me by J. T. Hughes  
this the 31<sup>st</sup> day of  
October, 1908 in Lee Co.,  
Virginia

J. M. Howard J. P.  
In for Lee Co., Virginia



The John T. Dixon Sumbers

vs { Petition for  
Injunction &c

H.A. Johnson

---

Costs:  
Clerk \$ 6.20  
Shff .50

Pennington Bros.  
ATTORNEYS AT LAW,  
JONESVILLE AND PENNINGTON GAP, VA.



VIRGINIA: CIRCUIT COURT OF LEE COUNTY, TO-WIT:

H. A. JOHNSON, COMPLAINANT

VS.

IN CHANCERY.

JOHN T. DIXON, DEFENDANT.

The defendant, John T. Dixon, by protestation, not confessing any of the things in the bill of complaint filed against him in the above entitled action in manner and form as therein set forth, doth demur thereto, and for cause of demurrer sheweth, that the matters and things alleged and set forth in complainant's bill do not entitle him to the relief sought or to any relief:

And for special ground of demurrer defendant saith:

FIRST: That a Court of Chancery has no jurisdiction of the subject matter ~~or of the parties~~ as alleged in said bill because:

(a) The copy of the contract between complainant and defendant, filed as a part of complainant's bill, shows that no partnership exists between complainant and this defendant; said contract is a mere contract of hire made by defendant with complainant whereby he was to work and labor for defendant and to receive as compensation for his work and labor one-third of the profits from the lumber operation described in said contract; that no partnership was created by said contract and no partnership exists between the parties thereto. See George on the Law of Partnership, section 17, pages 58 to 63:

(b) There is no allegation in complainant's bill that defendant is not doing on his part those things



required of him to do by the contract; no allegation of irreparable injury resulting to complainant in defendant's management of the business; no injury alleged to complainant by defendant's management or control of the business; no insolvency alleged; no misappropriation of any fund in which complainant is interested by defendant is alleged and courts of equity will not take charge of this business unless there is necessity shown for same and irreparable injury about to be done to complainant;

(c) No reason is shown for the appointment of a Receiver; no dissolution of the pretended or alleged co-partnership is prayed for:

And the defendant prays judgment on this his demurrer as to whether or not he shall be made <sup>or</sup> required to answer complainant's bill against him and he will pray.

And this defendant not waiving his said demurrer, but especially relying thereon for answer to said bill or so much thereof as he is required to answer should the Court hold that further answer in the cause is necessary; defendant, John T. Dixon, comes and answers said bill and says:

That he did enter into a written contract with complainant whereby the complainant agreed, under his direction, to manufacture certain timber belonging to defendant into lumber and pile, dry, haul and ship said lumber for defendant at and for the stipulated price for his wages of one-third of all net profits made by defendant on said business under the terms, stipulations, agreements and conditions then agreed upon between complain-



ant and this defendant. It is true that said contract was not <sup>reduced to writing</sup> ~~executed~~ by complainant and defendant at the time complainant began <sup>the</sup> to work of manufacturing said timber; it is true that the substance, but not all of the terms of the original contract, was on the 21st of September, 1907, reduced to writing and signed by the parties, which contract is filed with complainant's bill; it is true that complainant was to receive one-third of the profits for his labor, time and energy in manufacturing, hauling, and shipping out said lumber for the said John T. Dixon Lumber Company. The language of this part of the contract is as follows:

"and the net profits arising from said lumber to be divided as follows: Two-thirds to John T. Dixon Lumber Company, one-half thereof being for profits on investment and the balance being for the sale of the lumber and the work incident to said sale; and the one-third, the balance thereof, to H. A. Johnson for his labor, time and energy in manufacturing, hauling and shipping out said lumber <sup>for</sup> said John T. Dixon Lumber Company".

Under this stipulation in said contract it plainly appears that complainant was an employe only of this defendant in said business and was not a partner as alleged in his bill; and respondent here denies that any partnership exist between complainant and this defendant under the contract set forth in said bill and that complainant is an employe only and entitled to his wages, to-wit, one-third of the profits when the business shall have been wound up.

Respondent denies the co-partnership alleged in complainant's bill.

Respondent admits that on the 21st of September



1907, there was a settlement between him and complainant of the lumber business and on that day he paid said complainant the sum of \$3000. on his part of the profits, it having been then ascertained that the said business was profitable; this amount having been paid to said complainant by respondent not because it was then due, but because complainant represented himself as being in dire need of the money and because respondent was inclined to accommodate him and that on that day there was a settlement and statement of all of the business conducted on the part of respondent, a report of all sales made, all moneys paid and received and the entire business on that day was embraced in a statement prepared and given to complainant and the statements were agreed on and all matters pertaining to all ~~business pertaining to all~~ sales and disbursements made by respondent were fully agreed ~~to~~ by complainant, and the \$3000.00 paid as aforesaid, after such statement <sup>agreement</sup> and settlement was made. These statements and settlements are in the hands of complainant- copies of which will hereafter be produced before the Court or before a commissioner appointed to make settlement should this case ever reach the stage when such is deemed necessary or required.

The \$3000. paid by respondent to Johnson on his part of the profits was not then due Johnson as shown by the contract aforesaid, but was to be retained out of money received from sales and due to Johnson and in this connection respondent begs to state that he has not yet been reimbursed out of collections made on account of



sales of this lumber and that the said Johnson is still  
*and on other money collected or received from said business of \$870<sup>50</sup> making total*  
indebted to him on account of the said \$3000. *so advanced* *↑ \$3870<sup>50</sup>*  
*or received by him*  
and paid him. Respondent denies that the contract of  
September 21st 1907 is properly quoted in complainant's  
bill and denies the construction put on said contract in  
said bill. He denies that he has violated the contract  
in letter or spirit; on the contrary he alleges that he  
has faithfully and literally complied with all its pro-  
visions and requirements; that he furnished the money  
that he was to furnish; that he owned the timber and that  
he has been selling the lumber from the time complainant  
had same on sticks dry and ready for sale unto this day  
as rapidly as possible so as to obtain a reasonable price  
therefor; that he has obtained good prices for said lum-  
ber and that he has done nothing on his part not in strict  
conformity to the terms of said contract.

He denies that he has failed to render to com-  
plainant statement of sales of lumber made from the 21st  
of September, 1907 until a few days before the institution  
of this suit; and alleges on the other hand that he has  
sent by mail in the regular course a statement of each  
and every car load of lumber sold by him, the party to  
whom same was sold and the price he was receiving therefor.  
In addition to these statements of each car of lumber  
sold by respondent he on July 18th 1908 made up and de-  
livered to complainant Statement No. 2 of this business  
which was a continuation of Statement No. 1 delivered to  
him at the time of the settlement September 21st 1907,  
which Statement No. 2 contained in detail and accurate



and correct and full statement of all the business from September 21st 1907 to July 18th 1908 and was made so as to show how the business stood July 18th 1908. A copy of this last statement will likewise be presented to the Court or Commissioner if such Court ~~shall~~ hereafter be deemed necessary, and complainant has such statement in his hands though he does not file either Statement No. 1 or No. 2 as prepared and delivered to him. Respondent denies that said last named statement is inaccurate and contains many gross and glaring errors, and alleges that same is correct.

Respondent admits that there is a clause in the contract of September 21st 1907 "that the lumber should be sold within four months after the manufacture of same was finally completed or as soon thereafter as possible". In this connection respondent begs to state that soon after this contract of September 21st 1907 was executed a money panic, as it is commonly called, came in this country, lumber declined in value very rapidly; in fact there became no market for same and said lumber has not all been disposed of by respondent for this reason. However, these facts were well known to complainant and the sale of the lumber was deferred by mutual agreement it being deemed unwise. Recently complainant has suggested to your respondent that the lumber be sold more rapidly than same was being disposed of by him and respondent has offered to sell same at public sale to the highest bidder, but this proposition has not been agreed to by complainant. Respondent begs to state that he has used extraor-



dinary diligence in trying to sell and dispose of this lumber and he takes pride in the fact there is not now on hand more than about 150,000 to 175,000 feet of lumber yet unsold, and that he has by careful management, by unusual diligence and pains been able to dispose of said lumber with the exception aforesaid at extraordinarily advantageous prices.

Respondent begs to state that under another clause of said contract it will be observed that he together with complainant should sell the saw mill outfit, horses and other property for the best price obtainable therefor. The purpose and object of this clause of the contract was to obtain the aid of complainant in making sale of the saw mill, horses and outfit then and now located at Pennington Gap, Virginia. Respondent's head quarters and all the sales of the lumber being made by him from his head quarters at Elizabethton, Tenn. Therefore it was thought advisable to have complainant obtain purchasers and aid in effecting sales of the saw mill, live stock &c. they being at Pennington Gap where complainant made his head quarters. The saw mill is still unsold and practically all of the property which complainant was to give his aid in selling remains unsold and complainant has recently sold, without reporting same to respondent, 14000 feet of lumber at \$84.00; shanties at \$50.00 and one mule at \$75.00, making a total of \$209. This property was sold and the money received for same by complainant and nothing was reported to respondent.



There are two horses on hand which complainant was expected to obtain a purchaser for which have been maintained at a great expense and respondent alleges that complainant has violated said contract on his part <sup>under this clause by some</sup> and that loss has occurred to respondent by reason of such violation.

Respondent begs to submit that he has used every means known to him to sell out said lumber; that he has urged complainant to find a purchaser for the other property owned by him at Pennington Gap as described in said contract and that he is very anxious to sell and dispose of all of his holdings in any way connected with settlement between complainant and himself; anxious to sell said property and ascertain the exact profits and then he will be ready, able and willing and anxious to pay to complainant all sums of money due him arising out of said business.

Respondent alleges that but for the decline in the lumber market and the panic aforesaid, he would have been able long ago to dispose of the entire lumber belonging to him pertaining to this business.

Respondent ~~denies~~ the right of complainant to have a Receiver appointed. In this connection he begs to state <sup>that</sup> the contract itself shows that no Receiver could be appointed so competent as he is to make sale of this lumber. He further begs to state that he has been in the lumber business for many years, has a large and valuable lumber trade, the result of many years dealing in ~~l~~umber; that he has experience in the sale of lumber and that it would be a gross injustice to him to take from him the



matter of making the sale of the balance of the lumber on hand under this contract. At the time the contract was made complainant recognized respondent's ability to make advantageous sales of the lumber and the agreement contained in the contract is that respondent shall sell said lumber and respondent submits that in no view will a court of equity take away from him his property and his lumber and place same in the hands of a Receiver. This contract fixes the manner of sale and the person who shall make same, is binding ~~and the same will not be changed or altered~~, and it is respectfully submitted that the same will not be changed by the court.

Respondent alleges that he is continuing to send orders to complainant to ship out the residue of this lumber just as fast and as rapidly as he can sell same and will continue to do so until the entire amount of lumber is sold unless complainant refuses to fill his orders and ship same out; that he is collecting the money from the sales of said lumber as rapidly as possible and he believes and so alleges that within the next two or three months he can sell the entire amount of lumber on hand. He is ready and willing to sell the saw mill plant, the horses and other property outside of the lumber just the moment complainant will find a bidder <sup>or he can find one</sup> for same, and he alleges that the spirit and intention of that clause in their contract was that the complainant was to furnish or procure a bidder for this part of his property involved in this lumber operation. Respondent again alleges his willingness to make settlement under the terms of the



contract and as the contract provides the moment the property is disposed of. He denies that he has violated said contract in letter or spirit, alleges that he has complied with his part of said contract in all respects; he denies the right of complainant to have settlement until said property is sold; alleges that settlement was to be made under the terms of said contract when said property was sold as will be seen by reading thereof; denies the right of complainant to have this case referred to a Commissioner for settlement or for any other purpose at this time; denies the right of complainant to have a Receiver appointed to take charge of and dispose of his effects and collect his money and pay same over to the parties to the contract; denies each and every allegation of complainant's bill not herein specifically admitted.

Respondent alleges that H. A. Johnson on his part has in many ways violated the letter and spirit of said contract. He failed and refused to devote his time, energy and labor to manufacturing, hauling and shipping said lumber; failed and refused work at said business; failed and refused to devote his time to said business; devoted his time and energy to other business when it was his duty under said contract to devote his entire time and energy to this business; refused to find buyers for the live stock of Respondent and the said mill plant as he could have done; failed to report sales of the stock and property of Respondent and withheld Respondent's money received from the sale of his property; under his



management and control the manufacture of said lumber cost at least \$6. per M feet more than it ought to have cost and more than it would have cost if he had faithfully devoted his labor, time and energy to the same and Respondent alleges that he has been injured and damaged by reason of said failure the sum of \$                      and he respectfully asks that this loss and damages be allowed him in this case and be set off against any amount due complainant on final settlement of this business.

And having answered all that he is advised it is material for him to answer, he prays to be hence dismissed with his costs.

JOHN T. DIXON TRADING AS JOHN T.

DIXON LUMBER COMPANY

BY E. S. FINNEY *and Pennington Bros*  
HIS ATTORNEYS,



The John T. Dixon Lib Co  
ad of Answer  
H.A. Johnson

---

Pennington Bros &  
E S Kinney pd.



TO THE HONORABLE H. A. W. SKEEN, Judge of the Circuit Court of Lee County, Virginia:

The answer of H. A. Johnson to a petition presented to Your Honor by Jno. T. Dixon, trading and doing business as the Jno. T. Dixon Lumber Company, which petition is filed as a supplementary proceeding in the Chancery Cause now pending in the Circuit Court of Lee County, Virginia, of H. A. Johnson against the said Jno. T. Dixon, trading as the John T. Dixon Lumber Company.

It is true that this bill of complaint filed by your respondent was matured for the September Term of your Honor's Court in Lee County, Virginia; and it is likewise true that at the said term the said defendant filed his demurrer and answer, which demurrer was not then passed upon, but issue, as respondent understands, was taken to the said answer.

It is further true that the subject matter of litigation was fully shown by your respondent's ~~XXXXXX~~ bill, but respondent denies that the answer thereto is correct, or that it shows the true standing between the parties.

Respondent says that it is true that since the said answer was filed that he has refused to ship lumber upon the order of petitioner, but he most emphatically denies that he has refused to ship any lumber under the terms of the contract filed with the said answer and existing between himself and the said Jno. T. Dixon Lumber Company; it is further true that he has refused to ship the said lumber, but this refusal was made because the said Jno. T. Dixon Lumber Company was demanding that the said lumber be shipped without compliance by it with the terms of the said contract, and respondent denies that the terms prescribed by him were in any way different from the terms of the said contract. The terms mentioned



by respondent in his letter of October 6th, 1908 were in exact compliance with the terms of the said contract, and the same is true with reference to the letter dated October 10th, 1908; and respondent denies that the terms mentioned in either the letter of October 6th, 1908, or the letter of October 10th, 1908 are contrary to the provisions of the contract entered into between respondent and the said Jno. T. Dixon Lumber Company. It may be true that the said contract provides that petitioner should sell the said lumber manufactured from the timber referred to in the said contract, keep the books as to the sale of the said lumber, collect the moneys arising therefrom, and that petitioner should have two thirds of the net profits on the said lumber, and the said Johnson one third of such profit for his labor, time and energy in manufacturing and hauling out the said lumber for the said Jno. T. Dixon Lumber Company; but it is further true that by the terms of said contract that said lumber should be sold within four months after the manufacture of the same was finally completed, or as soon thereafter as possible, and to pay the said H. A. Johnson one third of the profits at the end of each sixty days from said date, as money was received, until said business was fully wound up, and that the said Jno. T. Dixon Lumber Company should render a statement to the said H. A. Johnson of all of the sales made at the end of each sixty days, showing the sales of lumber and property, to whom sold and the terms of sale, and prices sold for; and your respondent will here show unto Your Honor that the said Jno. T. Dixon Lumber Company, nor the said Jno. T. Dixon have never at any time, either within sixty days or otherwise, rendered to your respondent any statement of the lumber sold, the terms upon which sold, or anything else thereof in accordance with the terms of the said contract.

It is further true that your respondent has since the



September Term of the said Court sold and shipped three carloads of lumber, but he positively and emphatically denies that these sales or shipments were clandestinely made, but they were made in the regular course of business, which he, as a partner, as he is advised, had a right to do, and especially so since the said Jno. T. Dixon Lumber Company failed and refused to comply in any way with the terms of the said contract; and it is further true that respondent proposes to go on and close out the said lumber unless the said Dixon will do so in accordance with the terms of the said contract, and he proposes to collect the money for the same, but he proposes to account for it to the fullest extent, even to the value of one cent, and he would like very much to have the said Dixon to do the same on the lumber which he has sold.

Respondent denies that irreparable injury will be done to the said Dixon by the course which respondent is pursuing, and he does not know whether the said Dixon has contracted and sold a large portion of the said lumber to his customers, but if he has done so he has failed to report the same to this respondent; the said Dixon may have made contracts upon which he may be sued, as respondent is informed that he seldom makes any contracts or enters into any kind of business, that he does not by some means or other produce litigation in regard to it.

Respondent denies that he is insolvent; he denies that he has violated the true intent and meaning of his contract, or that he is violating the intent thereof in any particular. As before stated Respondent has sold three car loads of lumber, which he sold at from \$1.00 to \$2.00 on the thousand higher than the said Dixon sold the same, provided the orders show the true amount of the price of sale. He has not received the money yet for the same, but he expects to do so in accordance with the terms of his contract, and he is ready to give the fullest security that every cent of money received



by him will be promptly accounted for, and he would like for the said Dixon to do the same.

Respondent owns in the County of Lee property ~~xx~~ for which he has been offered the sum of Twenty four thousand Six-Hundred Dollars (\$24,600), upon which he owes something over Seven Thousand Dollars (\$7,000.00), but respondent regards said property as worth much more than the \$24,600.00, and in fact he values the same at \$40,000.00, and would not take less than that sum for it. The same is coal lands situated in the Pocket in Lee County, Virginia.

Respondent has no objection to the appointment of a Receiver, but he does most seriously object to the said Jno. T. Dixon being that receiver, and is willing for any honest and disinterested man to be appointed who is competent to attend to the said business and will give the necessary security. Respondent *denies that he owes John T. Dixon or the John T. Dixon Lumber Co* And now, respondent having fully answered, prays to be hence dismissed with his costs.

*C. L. Taylor* *H. A. Johnson by*  
*Att'y* *Counsel*

Virginia, Wise County, to-wit:

This day H. A. Johnson personally appeared before me, C. L. Taylor, a Notary Public in and for the County and State aforesaid, and made oath that the statements contained in the foregoing answer are true as he verily believes.

November 5<sup>th</sup> 1908.

*C. L. Taylor*  
Notary Public, Wise County, Va.

*and will, on the coming the said Dixon or Dixon Lumber Co owes him at the least \$1000.*



John T. Dixonumber 60

vs } Answer to  
Petition for  
Receiver of

St. A. Johnson

---



John T. Dixon Lumber Co. Complt. #  
Vs. # Decree final.  
H.A.Johnson, Deft. #

This cause came on this the \_\_\_\_\_ day of Sept., 1909, to be further heard upon the apers formerly read therein and the orders of the court heretofore entered, and the report of E.W.Pennington, receiver herein, and filed on the \_\_\_\_\_ day of Sept., 1909, and was argued by counsel. On consideration of all which, and said report not being excepted to, it is adjudged, ordered and decreed, that said report, and payment therein named of \$1513.04 to Pennington Bros., attorneys for the complainant, be and the same is hereby confirmed. And it is further ordered that said E.W.Pennington as receiver in this cause, be and is hereby released from any further liability on the bond which he heretofore gave in this cause. And by consent of the parties hereto it is further ordered, that this cause be stricken from the docket at the cost of the complainant. But in the taxation of the costs of this cause, the clerk will not tax any attorneys fee to or in favor of the defendant.



John P. Dixon Sumbr. led

vs } George Fernal

H.A. Johnson

Entered in Coll  
No. 8, page 549

~~Enter Ohio Supr~~

6 1909

H. C. W. Silver  
Judge



H.A.Johnson, Complainant. #

Vs. ##

# Decree Final.

John T.Dixon Lumber Co. Eeft. #

On the calling of this cause, and the statement of counsel for both plaintiff and defendant to the effect that all matters involved in this cause have been mutually settled between the parties out of court, it is ordered that this cause be stricken from the docket at the costs of the complainant. But in the taxation of the costs, the clerk will tax no attorneys fee in favor of the defendant.



H. K. Johnson

vs } Deane Trust

John D. Dixon Trust, les

Entered in C.O.B.

#8, page 509.

Enter this Delet 147

1909

Hawthorne  
Judge



111

John T.Dixon Lumber Co.,Compt.	#	
	#	
Vs.	#	In Chanacery. Decree <del>1111</del> .
	#	
H.A.Johnson,	#	
Deft.	#	

This cause came on this the \_\_\_\_\_ day of Sept.,1909,to be further heard upon the papers formerly read therein,and the report of E.W.Pennington,receiver in this cause,filed herein on the 1st day of Sept.,1909,and was argued by counsel. On consideration of all which,and said report being unexcepected to, and with the consent of the parties to this cause,it is adjudged, ordered and decreed that said report of said E.W.Pennington be and the same is hereby confirmed. And it is ordered that the said E.W.Pennington,receiver in this cause pay to the John T. Dixon Lumber Company,the sum of \$1513.04,the amount shown by his said report to be in his hands,after the payment of all expenses and commissions retained by by him,and when he shall have paid the said sum to the said John T.Dixon Lumber Company, or their attorneys,he will take a receipt for the same;and report his payment to this court. Until which time this cause is passed.



John S. Dixon Lumber Co

vs } Deem ~~James~~

H. A. Johnson

Entered in C.O.B.  
#8, page 504 re.

Filed this Sept. 10<sup>th</sup>  
1909

H. A. W. Blum Judge



H. A. Johnson .....Complainant.

Vs.

In Chancery.

John T. Dixon Lumber Company .....Defendant.

This cause came on this day to be heard upon the bill of the plaintiff and exhibits filed therewith, the demurrer of the defendant John T. Dixon, the joinder in said demurrer by said plaintiff, the *filed by leave of Court* answer of the said defendant, and general replication thereto, and was argued by counsel.

On consideration of all which and the court not having time to consider said demurres and said answer, this cause is continued upon all questions raised thereby.



~~John~~  
H. A. Johnson

vs { Decree  
No 1

The John Wilson Law Co

Entered in C.D.N.  
No 8, page 402.

Entered this Sept

17-1908-

Hawkins  
Judge



Virginia,

Lee County, to-wit;

I, Harlow S. Dixon, do hereby solemnly swear that I am an employe of the John T. Dixon Lumber Company, and as such employe, one of my duties are and have been to keep the books of the said John T. Dixon Lumber Company; that as such Bookkeeper I kept the books of the Lee County timbers bought by the said John T. Dixon Lumber Company from Carter and Zion, and the manufacture of which was done by H. A. Johnson; that I have gone over said books of the said except two cross entries which do not change the balance John T. Dixon Lumber Company and have made exact copies of the status of the account with respect to the said timbers purchased as aforesaid, and I herewith attach said statements of said account as a part of this, my affidavit.

According to the books kept by me for said John T. Dixon Lumber Company with respect to said timber account, and which I believe are correct, there is nothing due or owing to the said H. A. Johnson at this time; but on the contrary he owes to the said John T. Dixon Lumber Company the sum of (\$319.55) three hundred and nineteen dollars and fifty-five cents at this time saying nothing and without charging him with the three cars of lumber alleged to have been shipped in the petition of the said John T. Dixon Lumber Company presented to the Judge of the Circuit Court for Lee County, for an injunction and Receiver, and without chargeing him with the two horses mentioned in his letter dated October, 6th, 1908, and filed with said petition as exhibit "1".

I further swear that the said John T. Dixon Lumber Company in no way gave to the said H. A. Johnson authority or power to sell and dispose of any of the three cars



mentioned in said petition, nor did it consent to such  
sale and disposition.

Given under my hand this the 4th day of November,  
1908.

Harlow S. Dixon

Subscribed and sworn to before me this the 4th  
day of November, 1908.

R. E. L. Chumbley N.P.



Virginia,

Lee County, to-wit:

I, E. W. Pennington, do hereby solemnly swear that on or about the morning of November, 2d, 1908, in the town of Pennington Gap, in a conversation with H. A. Johnson concerning the matters in dispute between himself and the John T. Dixon Lumber Company and concerning the shipping of certain cars of lumber from out of the lumber manufactured from the Carter and Zion timbers, said Johnson stated to me that he had shipped upon his own donation and without the consent of the said John T. Dixon Lumber Company three car loads of said lumber; that he further stated to me that he would ship the residue of it so soon as he could find a purchaser for the same, and at prices which he was willing to take.

Given under my hand this the 4th day of November, 1908.

E. W. Pennington

Subscribed and sworn to before me this the 4th day of November, 1908.

R. E. L. Chubb N.P.



H.T. Dixon Lumber Co

vs } Affidavits  
of H.T. Dixon &  
E.W. Pennington

H.W. Johnson

---



# Notice.

**John T. Dixon Lumber Co., Complts.**

**Vs.**

**H. A. Johnson, Deft.**

PURSUANT to a decree entered on the 5th. day of November, 1908, in the above styled cause, by the Judge of the Circuit Court for Lee county, in vacation, I will on

**Monday, the 30th. day of August, 1909**

offer for sale at pubic auction to the highest bidder, the following personal property belonging to said plaintiffs:

**One 35-H. P. Engine; 1 40-h. Boiler;**

**One complete Saw Mill and outfit consisting of gang edger, cut off, log turner etc.**

**Two 2-horse wagons; one log wagon; one log car; and about 600,000 feet of lumber, mostly 6-4 red oak, and a lot of switch ties.**

PLACE OF SALE; On the premises where said property is now located in Lee county, Va., on Streight Creek and near St. Charles, H. Z. Parsons, residence and Monarch mines.

TERMS OF SALE: The said lumber and switch ties for cash in hand, and the residue of said property for one fourth cash in hand and the residue on a credit of six and twelve months time, with interest from date of sale. For the deferred payments notes with good and sufficient personal security will be required, and also the title to the property retained until fully paid for.

Given under my hand this the 13th. day of August, 1909.

**E. W. Pennington, Receiver.**



=====##  
John T.Dixon Lumber Co., Pltffs. #

Vs. #

H.A.Johnson, Deft. #  
=====##

To the Hon.H.A.W.Skeen,Judge of the Circuit Court for Lee Co.

The undersigned,who was on the 5th day of November,1908, appointed a receiver in the above styled case, "to take charge of all the lumber in question which is unsold,and the saw-mill, tools and machinery in question,and as soon as practicable dispose of the said property,make sale thereof in such manner and on such terms as in his judgement will bring the best price, keep a complete invitory of every thing sold,and report thereof to the court from time to time until the whole of said property is disposed of",begs leave to report that immediately his ap-  
pointment as aforesaid,he took upon himself the duties of car-  
rying out the said order of your honor;and in his efforst sold at private sale,through orders procured by the said plaintiff approved of by the defendant he sold,shipped and received pay-  
ment as follows for lumber:

1908.		
12/12	C.R.Halll Lumbr.Co.,Cincinnati,	\$236.74.
12/29/ 1909.	Wayne Lumber Co. New York,	196.86.
1/14	Do.	181.11.
1/27.	Mann-Cavin Lumbr.Co.Boston	264.19.
3/13.	Geo.Littleford, Cincinnati,	110.66.
4/12.	C.R.Hall Lumbr.Co.	95.47.
4/12/	Overcharge on Freight on L.& N.	18.16.
	Making a total of sales of	\$1103.19.

Your receiver was unable to sell any further of the lumber and property of the said parties by private means,so on the 13th day of August,1909,he had some handx bills printed,and adver-  
tised for public auction the rest of the property in said cause for sale on the terms mentioned in the said advertisement,a copy of which is hereto attabhed as a part of this report. And as will be seen by said advertisement the sale was to take place on the



30th day of August, 1909, on the premises where said property was located on Straight Creek, near H.Z. Parsons's residence, for cash in hand for all the lumber, switch ties and wagons and the saw mill, engine, boiler, equalizer, edger, cut off saw, etc., for one-fourth down and ~~then~~ residue on six and twelve months time, with interest from date of sale, and title to be retained until the whole was fully paid. At this sale on the 30th day of August, 1909, your receiver sold the following property of said parties to the following persons:

One pr. Log trucks to H.S. Dixon,	\$16.00.
One 2 horse wagon                   "	11.50.
One Log wagon                       "	24.50.
Lot of switch ties,               "	9.00.
All the lumber on yard       "   Some 40,000 ft.	200.00.
One 2-horse wagon to Albert Kirk,	2.50.
The saw-mill, engine, boiler, and out-fitt complete to H.A. Johnson.	<u>1225.00.</u>
Total of these sales.....	..\$1488.25.

Said Dixon and Kirk paid down to your receiver by checks the full amount of their purchases, amounting to \$263.25, and said H.A. Johnson, paid on the purchase price of said saw-mill etc., \$307.00.

After your receiver had made said sales, and before said Johnson had executed to him notes for the balance of the unpaid purchase price of said mill, etc., he and the said Dixon got together and settled all matter between them, as they informed your receiver. On this settlement both said Dixon and Johnson directed me to take no notes from said Johnson for the unpaid purchase price of said saw-mill, etc. They made a settlement in writing.

Your receiver in the discharge of his duties has paid out of the money which has come into his hands, and which was necessary the following sums:

1909.  
Jan. 28, To H.A. Johnson for loading lumber,                   \$11.85.



Feb.18,	To H.A.Johnson for Loading lumber,	\$17.48.
Aug.31	" W.K.Hopkins for printing advertisements	<u>1.50.</u>
Total expenditures and payments.		\$30.83.

Thus it will be seen from the foregoing in this report that your receiver has handled a gross total of \$2591.44, and has already paid out the sum of \$30.83; that of the said gross sum, the amount of \$1673.44 has been paid to him in cash and checks, and that the sum of \$918.00 has been settled by a agreement between said Dixon Lumber Co., and said Johnson, in their settlement above referred to. So your receiver's account will stand as follows:

Received from the sale of Lumbers shipped, etc.	\$1103.19.
" " Sales Aug., 30, 1909, cash	570.25.
Bal. on saw mill, from Johnson,	<u>918.00.</u>
Total .....	\$2591.44.

Credits:

1/28/1909.	Amt. Pd. H.A. Johnson	\$11.85.
2/18/1909.	" " "	17.48.
8/31/1909.	" " W.K. Hopkins.	1.50.
8/31/1909.	Coms. on \$2591.44.	129.57.
9/1/1909.	Settled between Dixon & John.	<u>918.00. \$2591.44.</u>

as receiver

I have deposited to my credit, at Pennington Gap Bank, Pennington Gap, Va., the sum of \$1513.04. By the terms of the said settlement between said parties, I was informed by both complainant and defendant, that said sum was to be paid to the said Dixon Lumber Company, and that being the case, said sum may be paid out at any time on your honor's order, and this case dismissed.

*and also that the costs of the two suits brought by these parties are*  
All which is respectfully submitted, this Sept., 1st, 1909.

W. B. Pennington Receiver.

*against the other shall be dismissed at the plaintiff's costs in each case, but no attorneys fees to be taxed in either case*



John F. Dixon Lumber Co  
No. 1.

vs } Report of  
Receiver

H. A. Johnson

Filed Sept. 1, 1909.  
H. J. Ewing,  
Clerk.



John T. Dixon Lumber Co. Compl't. #  
Va. # Report No. 2.  
H. A. Johnson, Deft. #

To the Hon. H. A. W. Skeen, Judge of the Circuit Court for Lee Co.

Your undersigned Receiver, who was by an order entered in the above styled cause on the \_\_\_\_\_ day of Sept., 1909, directed to pay to the complainant in this cause, the sum of \$1513.04, the amount of money in his hands as shown by his former report filed herein on the 1st day of Sept., 1909, begs leave to report that he has paid the said sum of \$1513.04 to Pennington Bros., the attorneys of the said Complainant, and have taken their receipt for the same, which is herewith filed as a part of this report. Now having fully discharged all the obligations imposed upon him as receiver in this case, and having paid out all the funds which have come to his hands, he prays to be released from further duties as such receiver, and released from any further liability on his official bond given herein as such receiver.

This the 8th day of Sept., 1909.

E. H. Pennington  
Receiver.



John S. Dixon Lumber Co  
vs } Report no. 2

H. A. Johnson

Filed Sept 10, 1889  
H. C. J. Ewing,  
Clerk.



See Lee. Timber account.

STATEMENTS  
OF  
LEE COUNTY BUSINESS.

No. 1 + 2

debits



LEE COUNTY TIMBER ACCOUNT.

1905

Debits.

Month	Date	Description	Amount
Feb.	6,	Notes for timber, - - - - -	\$8,000.00
	11,	Expense H. A. Johnson, - - - - -	60.51
	11,	" John T. Dixon, - - - - -	7.85
Mch.	27,	Mileage H. S. Dixon, trip to Lee Co., - - - - -	5.10
	27,	Expense, " " " " - - - - -	13.90
Aug.	4,	" a/c John T. Dixon, - - - - -	5.00
Sep.	19,	" " H. A. Johnson, July, - - - - -	12.95
	19,	" " " " Aug. - - - - -	71.62
	26,	Machinery, J. R. Moody, - - - - -	315.00
	29,	Recording Deed, - - - - -	9.25
Oct.	11,	Harman-Hamlin Lbr. Co., Trimmer, - - - - -	75.00
	20,	Pay Roll, September, - - - - -	533.83
	26,	H. A. Johnson, freight on Mill, - - - - -	141.45
	26,	Wheland Machine Works - Mill, - - - - -	1041.79
Nov.	7,	Hauling Moody machinery to Cranberry, - - - - -	3.25
	18,	Pay Roll, October, - - - - -	878.59
Dec.	2,	Kentucky Lumber Co., - - - - -	6.00
	12,	Note, Wheland Mach. Wks. - Mill, - - - - -	548.31
	12,	" " " " " - - - - -	548.31
	15,	Pay Roll, November, - - - - -	1208.02
	26,	L. C. Harkleroad, - - - - -	40.00
1906.			
Jan.	10,	Wheland Machiner Works, - - - - -	9.38
	18,	Pay Roll, December, 1905, - - - - -	953.66
Feb.	17,	Pay Roll, January, 1906, - - - - -	1824.00
	22,	American Car & Fdry. Co., Log trucks, - - - - -	175.00
Mch.	17,	Pay Roll, February, - - - - -	1661.43
	31,	Look & Lincoln Wagon, - - - - -	55.57
Apr.	17,	Pay Roll, March, - - - - -	1097.83
	19,	Dis. Kenova Pop. Mfg. Co. - - - - -	3.41
	21,	Frts. Black Mtn. R. R., - - - - -	73.85
	24,	Dis. T. J. Asher & Sons, - - - - -	29.26
	28,	Frts. Black Mtn. R. R. - - - - -	25.90
May	7,	Frts. " " " " - - - - -	10.50
	9,	J. R. Bickley, team of horses, - - - - -	350.00
	9,	Frts. Black Mtn. R. R. - - - - -	23.41
	10,	J. F. Hatcher, team of horses, - - - - -	400.00
	11,	Dis. Kenova Pop. Mfg. Co. - - - - -	9.22
	11,	Frts. & Studebaker Bros. Mfg. Co., - - - - -	91.60
	22,	Pay Roll, April, - - - - -	1599.42
	22,	Frts. Black Mtn. R. R. - - - - -	34.23
	25,	" " " " - - - - -	35.70
June	22,	Frts. " " " " - - - - -	8.65
	13,	" & Scatcherd & Son, - - - - -	89.14
	19,	Pay Roll, May, - - - - -	1856.09
	27,	One horse from Ward's Siding, - - - - -	100.00
	30,	Frts. Black Mtn. R. R., - - - - -	29.54
July	5,	" & Kenova Pop. Mfg. Co. - - - - -	51.58
	6,	" H. A. Tyler & Co. - - - - -	61.64
	13,	Dis. Pennington Lbr. Co. - - - - -	6.17
	19,	Frts. & Jos. T. Pearson, - - - - -	110.49
	19,	" Black Mtn. R. R. - - - - -	66.22
	23,	Dis. Pennington Lbr. Co., - - - - -	13.28
	25,	Pay Roll, June, - - - - -	2065.24
	27,	Pennington Lbr. Co. - - - - -	38.93
	27,	A. H. Zion, Pay Roll, - - - - -	73.29
	30,	Frts. H. A. Tyler & Co. - - - - -	48.08
	30,	Commission, H.F.Hendy & Co. - - - - -	6.51
	31,	Pennington Lbr. Co. - - - - -	.79
Aug.	10,	Frts. Wood, Barker & Co. - - - - -	369.54
	16,	Pay Roll, July, - - - - -	1316.09
	31,	Frts. J. A. Noone, - - - - -	113.01
Sep.	3,	" Black Mtn. R. R. - - - - -	15.26
	20,	Pay Roll, August, - - - - -	1696.79
	21,	Frts. Black Mtn. R. R. - - - - -	31.25
	25,	Wheland Machine Works, Inv. 9/15, - - - - -	29.50
	27,	Frts. Black Mtn. R. R. - - - - -	25.17
	29,	Frts. Taylor & Crate, - - - - -	107.10

Forward - \$30,318.49



-2-

1906		Forward	\$30,318.49
Oct.	4, Frts. Black Mtn. R. R. - - - - -	\$	45.85
	8, " Pennington Lbr. Co. - - - - -		20.89
	8, Allowance, Taylor & Crate, - - - - -		19.92
	9, Frts. &c. Graham Lbr. Co. - - - - -		52.24
	11, " H. A. Tyler & Co. - - - - -		96.14
	11, Dis. Harvey S. Hayden, - - - - -		6.00
	11, Commission, H.F.Hendy & Co. - - - - -		11.07
	11, Pay Roll, September, - - - - -		1336.89
	15, Frts. Wood, Barker & Co. - - - - -		121.70
	18, Dis. Fullerton-Powell H. Lbr. Co. - - - - -		6.12
	22, Pittsburg Chemical Co., Inv. 6/23, - - - - -		8.40
	25, Frts. Fullerton-Powell H. Lbr. Co. - - - - -		12.35
	27, " Acme Box & Shook Co. - - - - -		48.97
	27, " Black Mtn. R. R. - - - - -		10.57
	29, " Riemer Lbr. Co. - - - - -		63.58
Nov.	6, " Shepard & Morse Lbr. Co. - - - - -		140.00
	7, " Wood, Barker Co., - - - - -		341.49
	12, Allowance, Wood, Barker Co., - - - - -		4.00
	12, Folsom Ptg. Co. Hauling drafts, - - - - -		3.00
	20, Frts. &c. Pennington Lbr. Co. - - - - -		113.44
	20, Pay Roll, October, - - - - -		2020.74
	22, Frt. claims Wood, Barker Co. - - - - -		65.01
	22, Dis. Hyde Lumber Co. - - - - -		12.00
	24, Cash to Geo. Julian, car fare Roan Mtn, - - - - -		1.30
	28, A. F. Parsons, 2 yoke cattle, - - - - -		200.00
	28, J. C. Rose, 116 bu. Corn, - - - - -		81.16
	28, Frts. &c. Harvey S. Hayden, - - - - -		72.60
Dec.	13, " Acme Box & Shook Co. - - - - -		64.41
	17, " " " " " " - - - - -		58.85
	17, Dis. Hyde Lbr. Co. - - - - -		6.55
	18, Pay Roll, November, - - - - -		1206.25
	20, Frts. Black Mountain R. R. - - - - -		58.83
	26, " &c. Graham Lbr. Co. - - - - -		43.02
	29, " " " " " " - - - - -		46.32
	31, " Parker & Page Co. - - - - -		103.00
	31, Int. allowed Pennington Lbr. Co. - - - - -		14.09
	31, Frts. &c. Hobart & Co. - - - - -		156.60
	31, " Ohio Seat Co. - - - - -		63.46
1907			
Jan.	15, Frts. &c. Black Mtn. R.R. - - - - -		53.37
	19, Pay Roll, December, 1906, - - - - -		1522.98
	23, Frts. &c. Barker & Co. - - - - -		152.81
Feb.	18, Pay Roll, January, 1907, - - - - -		1519.60
	21, Frts. Black Mtn. R.R. - - - - -		21.00
	25, Abe Zion, 48028' logs, - - - - -		468.16
	25, A. H. Zion, sawing, - - - - -		139.78
Mch.	4, Commission, H.F.Hendy & Co. - - - - -		2.20
	18, Pay Roll, February, - - - - -		866.36
	23, Dis. Hyde Lbr. Co. - - - - -		15.40
	27, " M. B. Farrin Lbr. Co. - - - - -		18.33
	30, " " " " " " - - - - -		13.59
	30, Sam Barnes, Expense & Salary, - - - - -		31.53
Apr.	1, Frts. &c. Barker & Co., - - - - -		274.55
	1, " Black Mtn. R. R. - - - - -		56.78
	5, " " " " " " - - - - -		16.20
	5, " " " " " " - - - - -		16.62
	18, " " " " " " - - - - -		52.13
	20, " Woodward & Son, - - - - -		91.71
	20, Pay Roll, March, - - - - -		1781.62
	23, Frts. Black Mtn. R. R. - - - - -		25.77
	24, " Dixon & Dewey, - - - - -		1.91
	25, " &c. Graham Lbr. Co. - - - - -		43.67
	26, Sam Freeman, - - - - -		30.00
	26, H. A. Johnson, a/c April P/R, - - - - -		150.00
	30, Frts. &c. Graham Lbr. Co. - - - - -		53.10
	30, " " Barker & Co. - - - - -		108.90
May	3, " Shepard & Morse L. Co., - - - - -		148.80
	3, " T. P. Scott & Co., - - - - -		61.82
	3, " Black Mtn. R. R. - - - - -		89.66
	4, " Parker & Page Co., - - - - -		212.59
	8, Commission, H.F.Hendy & Co. - - - - -		5.54
	11, Dis. Fullerton-Powell H. Lbr. Co. - - - - -		16.37
	13, Frts. &c. Northern Lbr. Co. - - - - -		96.53
	14, " Black Mtn. R. R. - - - - -		41.90

Forward - - \$45,256.38



1907.			Forward -	\$45,256.38
May	21	Frts. & c. Wood, Barker Co.	- - - - -	103.70
	21	" " E. J. Hammond & Co.	- - - - -	122.16
	22	Pay Roll, April 1907	- - - - -	1,100.07
	22	Frts. Black Mtn. R.R.	- - - - -	70.31
	27	" Parker & Page Co.	- - - - -	134.20
	29	Dis. Carter, Powell L. & L. Co.	- - - - -	15.87
	29	Frts. Mystic Lumber & Storage Co.	- - - - -	109.80
	30	Frts. & c. Jos. T. Pearson	- - - - -	116.98
	31	" " T. P. Scott & Co.	- - - - -	43.68
June	4	" " Soble Bros.	- - - - -	115.28
	8	Allowance, Woodward & Son	- - - - -	20.12
	8	" " " " Car #61956	- - - - -	35.06
	26	Dis. Carter, Powell L. & L. Co.	- - - - -	13.13
	29	Frts. Black Mtn. R.R.	- - - - -	55.54
	22	" " " "	- - - - -	94.78
July	1	Dis. Carter, Powell L. & L. Co.	- - - - -	15.20
	1	Frts. Stevens-Eaton Co.	- - - - -	111.43
	1	" Parker & Page Co.	- - - - -	110.11
	3	Frts. & c. Soble Bros.	- - - - -	94.64
	3	" " " "	- - - - -	339.36
	3	Frts. Black Mtn. R.R.	- - - - -	51.50
	10	Pay Roll, May 1907.	- - - - -	2,098.26
	10	Allowance, chgs. & c. J. A. Noone car, (D. & D.)	- - - - -	94.37
	15	Credited to Lee Co. Suspense a/c	- - - - -	9,786.81
	15	Interest on timber & outfits to July 15	- - - - -	1,649.74
		Total	- - - - -	\$61,738.48
	20	Frts. Black Mtn. R.R.	- - - - -	55.65
	22	June Pay Roll	- - - - -	515.76
	31	Frts. Black Mtn. R.R.	- - - - -	25.73
Aug.	8	" " " "	- - - - -	35.73
	17	July Pay Roll	- - - - -	286.73
	20	Frts. Black Mtn. R.R.	- - - - -	23.94
	27	" " " "	- - - - -	51.23
			- - - - -	<u>62,733.25</u>



## LEE COUNTY TIMBER ACCOUNT.

1907

Debits.

July 20	Footings forwarded - - - - -	61,738.48
22	Frts. Black Mtn. R.R. - - - - -	55.65
31	June Pay Roll - - - - -	515.76
Aug. 8	Frts. Black Mountain R.R. - - - - -	25.73
17	" " " " - - - - -	35.73
20	July Pay Roll - - - - -	286.73
27	Frts. Black Mountain R.R. - - - - -	23.94
Sep. 7	" " " " - - - - -	51.23
27	Interest from July 1st, '07 to Sep. 1st, '07 - - - - -	44.48
27	Freights, Black Mountain R.R. - - - - -	29.61
27	August Pay Roll - - - - -	278.96
Oct. 19	Freights, Black Mountain R.R. - - - - -	14.70
31	" " " " - - - - -	47.24
Nov. 18	" " " " - - - - -	14.70
18	October Pay Roll - - - - -	162.06
23	A.M.Ely, Treas. for taxes 1907 - - - - -	149.15
27	" " " " balance of taxes 1907 - - - - -	7.85
Dec. 31	November Pay Roll - - - - -	157.59
1908.		
Jan. 2	E.S.Finney, fee & expense for making compromise - -	319.10
27	R.S.Rader, Agent, freight on feed - - - - -	4.10
Mar. 5	Freights, Black Mountain R.R. - - - - -	21.60
18	" " " " - - - - -	13.05
20	Pay Roll - - - - -	540.51
20	Error, charged back interest credited car #3444 - -	1.80
20	" " " " " " #77062 - -	2.92
Apl. 30	Freights, Black Mountain R.R. - - - - -	45.12
30	Ck. to Phila. Hwd. Lbr. Co. frts on #92020 & #1693 -	193.40
May 5	Freights, Black Mountain R.R. - - - - -	24.30
30	Pay Roll, March and April - - - - -	202.10
June 1	Freights, Black Mountain R.R. - - - - -	49.03
4	" " " " - - - - -	19.46
20	May Pay Roll - - - - -	71.92
23	John T. Dixon, expense account to date - - - - -	189.91
July 1	Interest from Sep. 1st, '07 to Nov. 30th, '07 in full	29.32
17	Freights, Black Mountain R.R. (Va. & Southwestern) -	38.50
	Total debits to date - - - - -	65,405.73



LEE COUNTY TIMBER ACCOUNT.

1908		Debits.
	Footing forwarded - - - - -	65,405.73
July 31	Commission to H. F. Hendy & Co. on car #18779 - - - -	<u>4.18</u>
	Total debits to date - - -	65,409.91



# LEE COUNTY TIMBER ACCOUNT.

1908

Debits.

\*\*\*\*\*

	Footling forwarded - - - - -	65,409.91
Aug. 24	H.C.T.Ewing, Clerk, copy of bill - - - - -	1.25
24	H. S. Dixon, expense of trip to Jonesville & Lebanon -	19.64
Sep. 5	H. A. Johnson, expense a/c for June & July 1908 - - - -	<u>32.95</u>

Total debits to date - - - - 65,463.75



# LEE COUNTY TIMBER ACCOUNT.

1908

Debits.

\*\*\*\*\*

	Footing forwarded - - - - -	65,463.75
Sep. 16	H. A. Johnson, expense account - - - - -	<u>15.71</u>

Total debits to date -65,479.46



STATEMENTS  
OF  
LEE COUNTY BUSINESS.  
No. 2.

*Lee County Timber Account*  
*credits*



## LEE COUNTY TIMBER ACCOUNT.

1906

Credits.

\*\*\*\*\*1906\*\*\*\*\*

Apl.	1	L. & N.	#7070	T. J. Asher & Sons, - - -	\$606.80
	1	L. & N.	#11309	" " " " - - -	575.80
	1	L. & N.	#11749	" " " " - - -	280.53
	4	L. & N.	#17478	Kenova Pop. Mfg. Co. - -	170.32
	7	P. R. R.	#81331	J. A. Noone, - - -	686.50
	7	P.B. & W.	#1983	Wood, Barker Co. - - -	777.34
	19	P. R. R.	#60401	Hobart & Co. - - -	604.77
	21	L. & N.	#92477	Wood, Barker Co. - - -	744.90
	21	P. & L.E.	#30968	" " " " - - -	679.15
May	1	L. & N.	#13724	Studebaker Bros.Mfg.Co. -	563.95
	2	P. R. R.	#62612	Scatcherd & Son, - - -	670.27
	11	N. & W.	#62173	Kenova Pop. Mfg. Co. - -	214.16
	12	P.F.W.&C.	#5605	Taylor & Crate, - - -	605.66
	18	N. & W.	#2510	Kenova Pop. Mfg. Co. - -	246.85
	21	P. R. R.	#10313	" " " " - - -	262.42
	23	Lumber, G.L.Hunt, check, - - -			63.43
	23	" & sawing, Monarch C. & C. Co. check, -			212.06
June	18	A. C. L.	#24855ex PRR #74689-Jos.T.Pearson		301.60
	18	L. & N.	#9902	H. A. Tyler & Co. - - -	260.14
	26	Ck. Monarch C. & C. Co. Lbr. & sawing, - - -			43.92
	30	L. & N.	#8059	Pennington Lbr. Co. - - -	308.70
July	7	L. & N.	#90823	Soble Bros. - - -	458.31
	10	B. & O.	#83040	Pennington Lbr. Co. - - -	339.96
	11	C. & O.	#1942	" " " " - - -	324.14
	11	B. & O.	#75529	Shepard & Morse Lbr.Co. -	874.40
	12	L. & N.	#19000	H. A. Tyler & Co. - - -	234.29
	12	L. & N.	#90566	Wood Barker Co. - - -	752.10
Aug.	24	N. C. R.	#15126	" " " " - - -	805.61
Sep.	10	St.L.S.& W.	#20154	(2154) Fullerton-Powell HL	275.17
	12	L. & N.	#6455	" " " " - - -	305.94
	15	L. & N.	#15639	Riemeier Lbr. Co. - - -	259.82
	15	L. & N.	#92109	Graham Lbr. Co. - - -	293.43
	19	L. & N.	#2820	H. A. Tyler & Co. - - -	182.61
	19	I. D. W.	#436	Wood, Barker Co. - - -	603.73
	20	G. T.	#4128	H. A. Tyler & Co. - - -	215.98
	22	T. & O.C.	#13783	Harvey S. Hayden, - - -	549.67
	22	L. & N.	#8221	Acme Box & Shook Co. - -	167.99
	24	L. & N.	#12501	Pennington Lbr. Co. - - -	336.35
	27	L. & N.	#6884	" " " " - - -	365.10
	28	T. P. & W.	#8006	" " " " - - -	247.98
Oct.	13	T.C.S. & D.	#22326	Parker & Page Co. - - -	420.32
	13	Southern	#16765	Pennington Lbr. Co. ---	307.74
	13	L. & N.	#15609	" " " " - - -	367.38
	17	L. & N.	#10674	" " " " - - -	300.30
	18	L. & N.	#90682	" " " " - - -	376.66
	24	L. & N.	#93277	" " " " - - -	395.18
Nov.	1	N. & W.	#1788	" " " " - - -	334.93
	6	L. E. & W.	#7424	Hyde Lbr. Co. - - -	927.36
	27	E. & M.	#1661	Graham Lbr. Co. - - -	251.93
	29	L. & N.	#13906	Acme Box & Shook Co. - -	286.32
	29	L. & N.	#2214	Graham Lbr. Co. - - -	252.32
	30	Erie	#108126	Acme Box & Shook Co. - -	328.54
Dec.	7	Penna.	#84053	Barker & Co. - - -	830.38
	6	B. & M.	#49536	Shepard & Morse Lbr.Co. -	869.45
	13	L. & N.	#3836	Ohio Seat Co. - - -	442.43
	13	A. C. L.	#25946	Barker & Co. - - -	688.30
	13	C.M. & S.P.	#69340	" " " " - - -	712.74
1907					
Jan.	11	P. M.	#42532	Wood, Barker Co. - - -	574.41
	23	CNO & TP	#12155	Barker & Co. - - -	661.71
Feb.	5	CRJ & P.	#55218	Dixon & Dewey, - - -	375.17
	9	TWV & O.	#33	Hyde Lbr. Co. - - -	769.80
	26	Ck. L. & N. Claim	#26415	- - -	8.76
Mar.	15	B. & O.	#92152	Mystic Lbr. & Stge.Co. -	709.56
	20	L.S. & MS	#43477	The M.B.Farrin Lbr.Co. -	916.67
	20	Pa. Co.	#71108	" " " " - - -	679.45
	20	L. & N.	#15082	T. P. Scott & Co. - - -	243.69
	23	L.S. & M.S.	#D61574	Fullerton-Powell H. Lbr.	818.68
	25	N. & W.	#61965	Woodward & Son, - - -	748.33
	26	L. & N.	#18779	T. P. Scott & Co. - - -	184.14
	27	B. & O.	#86861	Soble Bros. - - -	1029.53

Forward - - -

\$32,284.03



Credits.

1907				Forward -	\$32,284.03
Apr.	1	P. R. R.	#72820	Parker & Page Co.	475.17
	2	Big Four	#4364	" " " "	298.15
	3	C. B.	#2303	" " " "	459.88
	4	L. & N.	#12022	Graham Lbr. Co.	272.66
	10	P. R. R.	#60015	Edward J. Hammond Co.	608.49
	11	B. & O.	#77062	Barker & Co.	690.48
	12	P. R. R.	#553016	Stevens-Eaton Co.	743.38
	16	N.C. & StL	#10180	Graham Lbr. Co.	323.33
	18	B. & O.	#95360	Northern Lbr. Co.	483.92
	22	B. & O.	#65008	Jos. T. Pearson,	380.67
	25	B. & O.	#95456	Soble Bros.	317.90
	27	Pa.	#68519	Northern Lbr. Co.	511.57
	29	Erie	#70865	Parker & Page Co.	493.69
May	2	G. N.	#28134	Fullerton-Powell H.Lbr.Co.	784.40
	4	N. & W.	#23520	Carter, Powell L. & L Co.	793.65
	9	N.Y.C. & HR	#92611	Clark & Co.	869.88
	10	St. IM & S	#19270	Soble Bros.	337.93
	11	Southern	#18395	" " " "	387.20
	13	N. & W.	#61156	" " " "	340.95
	14	B. R. P.	#320	" " " "	355.98
	14	PFW & C	#537825	Mystic Lbr. & Stge.Co.	510.44
	17	PFW & C	#529610	Taylor & Grate	708.76
	17	M. C.	#11772	" " " "	785.20
	27	Erie	#108892	" " " "	695.24
	29	Big Four	#15568	Carter, Powell L. & L. Co.	656.59
	30	P. M.	#51726	" " " "	759.88
	30	N. & W.	#61167	Soble Bros.	464.83
	30	Ck. Northern Lbr.Co.	Bal. Frt. #95360		17.10
June	4	NYC	#13807	Soble Bros.	465.92
	10	Pa.	#93175	Fullerton-Powell H.Lbr.Co	259.57
	12	M. C.	#45526	" " " "	525.86
	13	Ck. L&N Claim	#26416, Car #90566		9.98
	13	Chgd. Barker & Co.	Bla. on above,		.99
	21	N. & W.	#70394	Soble Bros.	438.94
	21	NYC & HR	#53785	" " " "	268.01
	24	A. G. S.	#11344	" " " "	548.54
	26	P. R. R.	#13465	" " " "	324.34
	20	N. & W.	#62683	" " " "	304.47
July	2	Wabash	#63337	Hobart & Co.	851.26
	3	CNO & TP	#14117	Acme Box & Shook Co.	263.29
	4	C.A. & C.	#10202	Hobart & Co.	523.80
	13	Hugh Howe's time with horses,	4 days,		8.00
	15	Ck. L&N Claim	#26415 bla.		6.57
	15	" " "	#32980	" " " "	1.99
	15	PFW & C.	#5781	Jones Hardwood Co.	811.66
	15	John T. Dixon, 4 horses	Total		700.00
			Total		\$53,324.54
	28	Settlement of car	#28134		174.11
	22	" " "	#77062		574.39
	22	" " "	#529610 & #108892		1,142.83
	31	" " "	#14117		205.79
Aug.	2	" " "	#11772		660.95
	2	" " "	#77062		12.73
	8	" " "	#84053		6.79
	15	" " "	#90986		262.61
	16	" " "	#93176		238.70
	24	" " "	#5781		684.28
					57,287.72



## LEE COUNTY TIMBER ACCOUNT.

1907

Credits.

\*\*\*\*\*

		Footting forwarded	- - - - -	55,324.54
July	20	Settlement of car #28134	- - - - -	174.11
	22	" " " #77062	- - - - -	574.39
	22	" " " #529610 & #108892	- - - - -	1,142.83
	31	" " " #14117	- - - - -	205.79
Aug.	2	" " " #11772	- - - - -	660.95
	2	" " " #77062	- - - - -	12.73
	8	" " " #84053	- - - - -	6.79
	15	" " " #90986	- - - - -	262.61
	16	" " " #93176	- - - - -	238.70
	24	" " " #5781	- - - - -	684.28
Sep.	6	" " " #68519	- - - - -	8.52
	12	" " " #8199 & #2870	- - - - -	979.58
	12	" " " #1452	- - - - -	221.39
	17	" " " #92611	- - - - -	753.36
	21	" " " #529538	- - - - -	105.79
Oct.	4	" " " #527825	- - - - -	59.11
	7	" " " #63337	- - - - -	700.00
	22	" " " #104709	- - - - -	420.00
	28	" " " #10202	- - - - -	444.92
	31	" " " #45526	- - - - -	459.98
Nov.	9	" " " #16174	- - - - -	730.00
	30	" " " #16174	- - - - -	26.86
	30	" " " #3444	- - - - -	402.11
	30	" " " #3444	- - - - -	1.80
Dec.	16	" " " #60998	- - - - -	600.43
	28	" " " #47376 & #12245	- - - - -	450.00
1908				
Feb.	3	" " " #436	- - - - -	98.21
	3	" " " #47376 & #12245	- - - - -	8.28
	11	" " " #82688	- - - - -	201.13
	26	" " " #82688	- - - - -	5.63
Mar.	16	Check for renewals of Mystic Lbr. & Storage Co. notes	- - - - -	7.15
	20	Interest on Soble Bros. notes	- - - - -	57.50
	20	Soble Bros. notes paid	- - - - -	4,103.38
	20	Blossom Bros. note paid a/c Mystic Lbr. Stge, Co.	- - - - -	358.00
May	6	Settlement of claim car #77062	- - - - -	.75
	21	" " cars #14142, #94437 & #13290	- - - - -	718.93
	25	" " car #104709	- - - - -	125.91
	27	" " " #14142 etc.	- - - - -	12.23
June	6	" " cars #2462 & #1823	- - - - -	818.63
	18	" " " #13947	- - - - -	388.82
	23	Error in calculating interest	- - - - -	250.00
May	20	Settlement of car #13512	- - - - -	454.67
July	1	H.A.Johnson, memo of sales made by him & chgd to him	- - - - -	661.52
	13	Check L&N claim on car #2303 shipped 4/3/7	- - - - -	32.02
	17	Settlement of car #5781	- - - - -	58.45
	17	Ck. for excess paid Phila.H.L.Co. for frts. on 92020&1693	- - - - -	1.01
	17	" " 3525' Bass sold out of car #92020	- - - - -	79.31
		Total credits to date	- - - - -	72,093.10
		Less " debits " "	- - - - -	65,405.73
				\$6,687.37

The above balance of \$6,687.37 shows the actual profits of the business to date; 2/3 of this belongs to The John T. Dixon Lumber Company same amounting to \$4458.24, and 1/3 of this belongs to H.A.Johnson same amounting to \$2229.13 or rather did belong to him but as he has already been paid \$3561.52 he is overpaid at the present time \$1432.39. With these figures staring him in the face, how can he ask for more money? We wish to state that at the time H.A.Johnson was paid the \$3000, there was not a cent of it due him; on the contrary, the business showed a debit balance at that time instead of any profits.



# LEE COUNTY TIMBER ACCOUNT.

1908

Credits.

		Footting forwarded - - - - -	72,093.10
July	20	Mystic Lumber Co. note due 7/15 paid - - - - -	200.00
	31	Settlement of car #12710 - - - - -	190.88
Aug.	1	" " " #14024 - - - - -	333.10
	7	Mystic Lumber Co. note due 7/30 paid - - - - -	200.00
	10	Blossom Bros. note due 8/5 paid - - - - -	197.65
	14	Mystic Lumber Co. curtail on note due 8/10 - - - - -	100.00
	14	Settlement of car #14417 - - - - -	581.73
	14	Mystic Lbr.Co. balance of a/c treated as paid at pres't	17.66
		Total credits to date - -	73,914.12
		Less " debits " " - -	65,409.91
		Credit balance - - - -	\$6,504.21



# LEE COUNTY TIMBER ACCOUNT.

1908

Credits.

\*\*\*\*\*

		Footing forwarded - - - - -		73,914.12
Aug. 24	<del>xxxxxxxxxx</del>	<del>xxxxxx freightxxxxxx</del>	<del>#95336xx</del>	
24	Settlement of car	#95336	- - - - -	476.17
24	"	" "	#93898	442.19
24	"	" "	#90409	364.00
24	"	" "	#3336	389.00
				<hr/>
Less				Total credits to date 75,585.48
				debits " " 65,463.75
				<hr/>
				Credit balance - - - \$10,121.73



# LEE COUNTY TIMBER ACCOUNT.

1908

Credits.

\*\*\*\*\*

	Footing forwarded - - - - -	75,585.48
Sep. 12	Claim paid by L. & N.R.R. car #2462 - - - - -	6.11
21	Settlement of car #92239 - - - - -	229.13
Oct. 9	" " " #20637 - - - - -	<u>311.65</u>

	Total credits to date - - -	76,132.37
Less	" debits " " - - -	<u>65,479.46</u>

Credit Balance - - - - - \$10,652.91



b

LEE COUNTY, *Suspense Account*  
CREDITS.



## LEE COUNTY SUSPENSE ACCOUNT.

1907

CREDITS.

\*\*\*\*\*

July	15	Footling of Suspense Account forwarded - - - - -	9,786.81
	18	Soble Bros., N&W #61022 - - - - -	329.81
	16	" " Big 4 #46345 - - - - -	560.49
	18	" " N&W #20035 - - - - -	355.72
	19	Graham Lbr. Co., L&N #90986 - - - - -	309.31
	24	Soble Bros., I.C. #130434 - - - - -	339.68
	26	" " N&W #61536 - - - - -	258.82
	27	" " PRR #67884 - - - - -	514.88
Aug.	8	John M. Woods & Co., Pa. Co. #6199 - - - - -	633.68
	9	" " " " GR&I #2870 - - - - -	636.84
	10	Soble Bros., Pa. Co. #14238 - - - - -	549.68
	13	Fullerton-Powell H.L. Co., Pa. Co. #1452 - - - - -	225.91
	15	Acme Box & Shook Co., P.F.W&C #529538 - - - - -	218.86
	16	Parker & Page Co., PRR #60998 - - - - -	694.49
	30	Barker & Co., Inc., GRJ #3444 - - - - -	500.21
	30	Shepard & Morse Lbr. Co., P&R #16174 - - - - -	882.39
Sep.	17	Clark & Co., interest - - - - -	7.46
Oct.	9	Atlantic Lumber Co., LS&MS #47376 - - - - -	350.46
	14	Diamond Lumber Co., Erie #104709 - - - - -	699.48
	15	Charles R. Partridge, Big 4 #13512 - - - - -	647.27
	16	Atlantic Lumber Co., Penna. #12248 - - - - -	345.14
	18	Mystic Lumber & Storage Co., Erie #97390 - - - - -	811.93
	30	Northern Lumber Co., B&O #82688 - - - - -	393.94
Dec.	16	Parker & Page Co., interest - - - - -	5.94
	21	Mystic Lumber & Storage Co., interest - - - - -	7.08
1908			
Feb.	24	The C.E. Littell Co., L&N #14142 - - - - -	322.78
	25	" " " " L&N #94437 - - - - -	278.59
Mar.	3	" " " " L&N #13290 - - - - -	276.30
	20	Barker & Co., interest - - - - -	1.80
	20	" " " " - - - - -	2.92
	20	Soble Bros., interest - - - - -	11.50
	20	" " " " - - - - -	46.00
Apl	20	Doyle, Thomson & Co., L&N #2462 - - - - -	535.29
	23	Philadelphia Hwd. Lbr. Co., L&N #5761 - - - - -	257.51
	28	Doyle, Thomson & Co., L&N #1823 - - - - -	537.01
	29	" " " " L&N #13947 - - - - -	511.32
May	25	Diamond Lumber Co., car #104709, interest - - - - -	2.00
	21	C.E. Littell Co., L&N #12710 - - - - -	230.66
	26	Mann-Caven Lumber Co., L&N #93898 - - - - -	605.21
	26	" " " " L&N #00409 - - - - -	516.06
	26	" " " " L&N #3336 - - - - -	547.46
June	16	G. Elias & Bro., L&N #95336 - - - - -	596.89
	29	Doyle, Thomson & Co., L&N #14417 - - - - -	834.13
	30	" " " " L&N #14024 - - - - -	488.10
		Total credits to date - - -	\$26,668.01
		Total debits to date - - -	21,343.84
			\$5,324.17

The above balance of \$5324.17 represents the Accounts and Bills Receivable uncollected at this time. The Bills Receivable in this balance are two notes of Soble Bros. amounting to \$690.00 which are past due and uncertain of collection on account of Soble Bros. being in an embarrassed condition, and four notes of the Mystic Lbr. & Stge. Co. covering the balance due from them of \$715.31 one note of which is now out for collection while the others are not yet due. There are two cars of lumber on storage in Philadelphia that were shipped to the Phila. Hwd. Lbr. Co. but not billed to them at any certain prices; consequently these cars are not included in the above account. These cars are L&N #1693 shipped Apl. 15th, '08 and L&N #92020 shipped Apl. 17th 1908. We hold memoranda of these two cars and whenever any of the lumber from them is sold and cash collected for same, we will give Lee County Timber a/c credit. You will notice we have already sold \$79.31 worth out of car #92020. It is of course understood that the above balance does not represent the net cash due from Accounts and Bills Receivable as there are freights, discounts and perhaps allowances to be deducted from it. Mr. Johnson understands this thoroughly. We also have claims against the L. & N. R. R. amounting to \$48.46 which we do not run through our books until they are paid but keep them on a file in the meantime. There of course is some uncertainty about collecting these claims.



# LEE COUNTY SUSPENSE ACCOUNT.

1908

Credits.

\*\*\*\*\*

	Footing forwarded - - - - -	26,668.01
Aug. 14	Hobart & Co., interest on cars #63337 & #10202 - - - -	7.70

	Total credits to date - -	<u>26,675.71</u>
	Less " debits " " - -	<u>23,612.04</u>

Credit balance - - \$3,063.67



# LEE COUNTY SUSPENSE ACCOUNT.

1908.

Credits.

\*\*\*\*\*

	Footling forwarded - - - - -	26,675.71
Aug. 21	The Graham Lumber Co., L&N #92239 - - - - -	287.15
28	David T. Carter & Co., Sou. #20637 - - - - -	453.16
Sep. 5	Sales by H.A. Johnson reported by E.S. Finney - - - - -	<u>209.00</u>
	Total credits to date - -	27,625.02
	Less " debits " " - -	<u>25,877.66</u>
	Credit balance - - -	\$1,747.36



# LEE COUNTY SUSPENSE ACCOUNT.

1908

Credits.

\*\*\*\*\*

Footing forwarded - - - - -	27,625.02
-----------------------------	-----------

Less total debits to date - -	<u>26,617.97</u>
-------------------------------	------------------

Credit Balance - -	\$1,007.05
--------------------	------------



LEE County  
SUSPENCE ACCOUNT.  
DEBITS.



## LEE COUNTY SUSPENSE ACCOUNT.

1907

Debits.

*****				*****			
July	20	Fullerton-Powell Hwd. Lbr. Co. dis. & allow #28134	- - -	22.29			
	20	" " " " " balance car	" - - -	174.11			
	22	Barker & Co. freight car #77062	- - - - -	105.53			
	22	" " balance "	" - - - -	574.39			
	22	Taylor & CRate, freights etc. cars #529610 & #108892	- -	261.17			
	22	" " balance "	" " - -	1,142.83			
	22	Clark & Co. freight car #92611	- - - - -	123.98			
	31	Acme Box & Shook Co., freight, car #14117	- - - - -	57.50			
	31	" " " " balance "	" " - - - -	205.79			
Aug.	2	Taylor & CRate, freight, car #11772	- - - - -	110.76			
	2	" " balance, "	" " - - - -	660.95			
	2	Barker & Co., freight, car #77062	- - - - -	.75			
	2	" " balance, "	" " - - - -	12.73			
	8	" " check L&N car #84053	- - - - -	6679			
	15	Graham Lumber Co., freight, car #90986	- - - - -	46.70			
	15	" " " " balance, "	" " - - - -	262.61			
	16	Fullerton-Powell H.L.Co., freight, car #93175	- - - - -	20.87			
	16	" " " " balance, "	" " - - - -	238.70			
	20	T.P.Scott & Co., discount not collectible	- - - - -	2.81			
	23	Jos. T. Pearson, deduction, car #65008	- - - - -	11.26			
	24	Jones Hardwood Co., freights etc. car #5781	- - - - -	127.38			
	24	" " " " balance "	" " - - - -	684.28			
Sep.	6	Northern Lumber Co., freight, car #68519	- - - - -	85.50			
	6	" " " " balance, "	" " - - - -	8.52			
	12	John M. Woods & Co., freight, cars #8199 & #2870	- - - - -	291.14			
	12	" " " " balance, "	" " - - - -	979.58			
	12	Fullerton-Powell H.L.Co., discount car #1452	- - - - -	4.52			
	12	" " " " balance "	" " - - - -	221.39			
	14	Taylor & CRate, discount, car #11772	- - - - -	13.49			
	17	Clark & Co., note paid	- - - - -	753.36			
	21	Acme Box & Shook Co., freight, car #529538	- - - - -	113.07			
	21	" " " " balance, "	" " - - - -	105.79			
Oct.	4	Mystic Lumber & Storage Co., freight, car #527825	- - - - -	93.33			
	4	" " " " balance, "	" " - - - -	59.11			
	4	Shepard & Morse Lbr. Co., discount, car #75529	- - - - -	14.69			
	7	Hobart & Co., balance, car #63337	- - - - -	700.00			
	22	Diamond Lumber Co., balance, car #104709	- - - - -	420.00			
	28	Hobart & Co., balance, car #10202	- - - - -	444.92			
	31	Fullerton-Powell H.L.Co., allowance, car #45526	- - - - -	23.81			
	31	" " " " " balance "	" " - - - -	455.76			
Nov.	9	Shepard & Morse Lbr. Co., balance, car #16174	- - - - -	730.00			
	15	Parker & Page Co., freight, car #60998	- - - - -	100.00			
	20	Stevens-Eaton Co., allowance, car #553016	- - - - -	30.00			
	30	Shepard & Morse Lbr. Co., freights etc. car #16174	- - - - -	125.53			
	30	" " " " balance "	" " - - - -	26.86			
	30	Barker & Co., freight etc. car #5444	- - - - -	99.90			
	30	" " " " balance "	" " - - - -	402.11			
Dec.	16	Parker & Page Co., note paid car #60998	- - - - -	600.43			
	21	Mystic Lumber & Storage Co., freight, car #97390	- - - - -	103.70			
	28	Atlantic Lumber Co., note paid cars #47376 & #12245	- - - - -	450.00			
	28	Chas. R. Partridge, freight etc., car #13512	- - - - -	192.60			
1908							
Jan.	6	Hobart & Co., freights cars #63337-\$127.80 & #10202-\$95.16	- - - - -	222.96			
Feb.	3	Atlantic Lumber Co., freights etc. cars #47376 & #12245	- - - - -	237.32			
	3	" " " " balance "	" " - - - -	8.28			
	11	Northern Lbr. Co., freight etc. car #82688	- - - - -	192.81			
	11	" " " " balance "	" " - - - -	201.13			
Mar.	20	Soble Bros. balance, interst	- - - - -	57.50			
	20	" " notes paid	- - - - -	4,103.38			
	20	Mystic Lbr. & Stge. Co., Blossom Bros. note paid	- - - - -	358.00			
May	21	C.E.Littell Co., freights, cars #14142, #94437 & #13290	- - - - -	146.51			
	21	" " " " balance on above cars	- - - - -	718.93			
	25	Diamond Lumber Co., freight, car #104709	- - - - -	155.57			
	25	" " " " balance, "	" " - - - -	125.91			
	27	C.E.Littell Co., balance on cars #14142, #94437 & #13290	- - - - -	12.23			
June	6	Doyle, Thomson & Co., freights, car #2462 & #1823	- - - - -	253.67			
	6	" " " " balance "	" " - - - -	818.63			
	18	" " " " freight, car #13947	- - - - -	114.57			
	18	" " " " balance, "	" " - - - -	388.82			
Footings forwarded				20,619.51			



# LEE COUNTY SUSPENSE ACCOUNT. (Continued) #2.

1908.

Debits.

\*\*\*\*\*

		Footing forwarded - - - - -	20,619.51
May	20	Chas. R. Partridge, note paid on car #13512 - - - - -	454.67
June	23	Fullerton-Powell H.L.Co. balance, car #45526 - - - - -	4.22
July	1	Doyle, Thomson & Co., discount, car #13947 - - - - -	7.93
	17	Philadelphia H.L.Co., freight etc., car #5761 - - - - -	199.06
	17	" " " balance, " " - - - - -	58.45
		Total debits to date - - -	\$21,343.84



# LEE COUNTY SUSPENSE ACCOUNT.

1908

Debits.

\*\*\*\*\*

		Footing forwarded - - - - -	21,343.84
July	20	Mystic Lumber Co. note paid & credited to Lee Co.T.ac,	200.00
	31	C.E.Littell Co.,freight etc.,car #12710 - - - - -	39.78
	31	" " " balance " " - - - - -	190.88
Aug.	1	Doyle,Thomson Co.,freight etc. car #14024 - - - - -	155.00
	1	" " " balance " " - - - - -	333.10
	7	Mystic L.Co.note due 7/30 pd.& credited to Lee C.T.ac.	200.00
	10	Blossom Bros.note due 8/5 " " " " " "	197.65
	14	Mystic L.Co.curtail on note due 8/10 " " " " "	100.00
	14	Doyle,Thomson & Co.,freight etc.,car #14417 - - - - -	252.40
	14	" " " balance " " - - - - -	581.73
	14	Mystic L.Co.balance covered by note due 10/8/8- - - -	<u>17.66</u>

Total debits to date - - - 23,612.04



# LEE COUNTY SUSPENSE ACCOUNT.

1908.

Debits.

\*\*\*\*\*

	Footling forwarded - - - - -	23,612.04
Aug. 24	G. Elias & Bro., freight car #95336 - - - - -	120.72
24	" " balance " " - - - - -	476.17
24	Mann-Caven Lumber Co., freight car #93898 - - - - -	163.02
24	" " " " balance " " - - - - -	442.19
24	" " " " freight " #90409 - - - - -	152.06
24	" " " " balance " " - - - - -	364.00
24	" " " " freight " #3336 - - - - -	158.46
24	" " " " balance " " - - - - -	389.00

Total debits to date - - 25,877.66



LEE COUNTY SUSPENSE ACCOUNT.

1908

Debits.



		Footings forwarded - - - - -			25,877.66
Sep.	21	Graham Lumber Co., freight car #92239			58.02
	21	" " " balance " "			229.13
Oct.	9	D. T. Carter & Co. freight " #20637			141.51
	9	" " " balance " "			311.65

Total debits to date - - 26,617.97



MISCELANOUS.



H. A. Johnson

in account with The John T. Dixon Lumber Company.

1907

Debits.

\*\*\*\*\*

Sept. 27 Check - - - - - \$3,000.00

1908

July 1 Memo of sales made by H.A.Johnson from him - 661.52

Sept. 5 14,000 ft. Mill Cull Oak @ \$6.00 per E.S.Finney 84.00

5 Shanties sold by Johnson & reported by E.S.F. 50.00

5 Mule sold by Johnson & reported by E.S.Finney 75.00

Total debit balance - - \$3,870.52



Lee County Business.

Cost of timber and logging and sawing outfits.

*****			
Febby	6-05	Notes for timber - - - - -	\$8000.00
Sep	26	Machinery, J.R.Moody - - - - -	315.00
	29	Recording deed - - - - -	9.25
Oct.	11	Harman-Hamlin Lbr.Co., trimmer - - - - -	75.00
	26	H.A.Johnson, freight on mill - - - - -	141.45
	26	Wheland Machine Works, mill - - - - -	1041.79
Nov.	7	Hauling Moody machinery to Cranberry - - - - -	3.25
Dec.	12	Note, Wheland Machine Works, mill - - - - -	548.31
	12	" " " " " " - - - - -	548.31
Jan.	10-06	Wheland Machine Works - - - - -	9.38
Febby	22	American Car & Foundry Co. log-trucks - - - - -	175.00
Mch	31	Look & Lincoln Wagon - - - - -	55.57
May	9	J.R.Bickley, team of horses - - - - -	350.00
	10	J.F.Hatcher, " " " " - - - - -	400.00
June	27	One horse from Wards Siding, (Oct. 1, 1905) - - - - -	100.00
Sep.	25	Wheland Machine Works, invoice 9/15 - - - - -	29.50
Sep.-05P/R		C.H.Manness, lumber for house - - - - -	22.58
		E.White, turning rolls for mill - - - - -	3.00
		Norton Hardware Co. - - - - -	146.55
		H.A.Johnson, freight on tools - - - - -	.48
		" " paid for grindstone - - - - -	1.68
		" " freight on doors and windows - - - - -	.80
		" " " " trimmer - - - - -	6.84
Oct.-05P/R		A.F.Parsons, nails, coal hod, buckets &c. - - - - -	3.41
		H.A.Johnson, freight on roofing - - - - -	10.12
		" " " " shafting and saws - - - - -	13.14
		" " unloading machinery - - - - -	5.05
		" " express on pop-valve and collars - - - - -	2.95
		" " teams hauling machinery - - - - -	68.00
		" " express on saw teeth - - - - -	1.00
		" " freight on cant hooks &c - - - - -	.90
		D.J.Murray Mfg. Co. - - - - -	7.00
		R.J.Wood & Son, stove &c - - - - -	10.64
		Norton Hardware Co. tools, supplies &c - - - - -	104.17
		" " " " " " - - - - -	11.55
Nov.-05P/R		Wheland Machine Works - - - - -	12.50
		Norton Hardware Co. - - - - -	150.86
		E.C.Atkins & Co. - - - - -	23.57
		Queen City Supply Co. - - - - -	21.62
		The Allison Coupon Co. - - - - -	14.00
		H.A.Johnson, express on edger saws - - - - -	1.50
		" " " " wire rope - - - - -	1.60
		" " Spence Yeary, hauling above - - - - -	3.00
		" " freight on tools and building paper - - - - -	2.13
		" " express on pulley from Chattanooga - - - - -	6.95
		" " watchman's clock - - - - -	10.00
		" " express on pulley from Cincinnati - - - - -	3.20
		" " " " clock - - - - -	1.05
Dec.-05P/R		Queen City Supply Co. - - - - -	20.83
Jan.-06P/R		" " " " - - - - -	85.71
		H.A.Johnson, freight on tram cars - - - - -	42.86
		" " " " " " Black Mtn. - - - - -	5.65
		" " difference between mare and team - - - - -	150.00
		" " one pair mules and harness - - - - -	265.00
		" " two collars and pads - - - - -	7.70
		" " harness for team - - - - -	16.00
Feb.-06P/R		" " two mules and harness - - - - -	255.50
		" " one horse to tram lumber - - - - -	30.00
		" " harness - - - - -	10.00
Mch.-06P/R		Pennington News, 1000 daily mill cut sheets - - - - -	14.00
Apl.-06P/R		Black Diamond Mfg.Co., belt fastener and shears - - - - -	6.25
		Norton Hdw.Co. harness &c. - - - - -	35.00
		Wheland Machine Wks. Clutch coupling &c - - - - -	29.28
		H.A.Johnson, freight on coupling - - - - -	1.10
		" " paid J.R.Bickley cash on horses - - - - -	60.00
		" " " on team at Norton (Hatcher) - - - - -	25.00
May-06 P/R		Pennington Lumber Co. Halters &c - - - - -	6.50
			<u>13,540.03</u>



- 2 - Cost of timber and outfits.

		Forward - - -	13,540.03
June-06	P/R	Studebaker Bros.mfg.Co.,log wagon - - - - -	118.20
		E.C.Atkins & Co. saw - - - - -	116.25
		H.A.Johnson, freight on saw - - - - -	2.18
		" " " " log wagon - - - - -	20.09
July-06	P/R	Queen City Supply Co. - - - - -	54.64
		Jeffrey Mfg. Co. saw-dust elevator - - - - -	41.95
		H.A.Johnson,harness,tugs & chains - - - - -	16.80
Aug.-06	P/R	" " paid J.H.Thomlinson for mule - - - - -n	130.00
		J.R.Gibson & Sons, harness - - - - -	34.45
		Queen City Supply Co. one car door roller - - - - -	5.00
		" " " " two pairs blacksmith tongs - - - - -	1.00
Jan.-07	P/R	C.C.Shakelford, camp outfit - - - - -	74.71
		W.E.Fleenor & Co. supplies,dishes,&c for boardg h. - - - - -	200.00
Feb.-07	P/R	" " " " " " " " " " - - - - -	20.00
		R.J.Wood & Sons, stove &c - - - - -	11.88
Mch.-07	P/R	M.E.Jaynes & Co. harness - - - - -	34.50
		W.E.Fleenor & Co.blankets &c for boarding house - - - - -	5.00
Apl.-07	P/R	E.C.Atkins & Co. #0 upset swage - - - - -	2.51
		Total - - - - -	\$14,429.19

Note:

This is practically the amount on which interest has been figured and is approximately correct, any items as to which there might be doubt about belonging here, being so small as to not materially affect the interest account. In some cases too, \$14,000.00 was the maximum amount on which interest was figured although the total of the above amounts to \$14,429.19. There were also several items passed over that might possibly belong in the above.



# LEE COUNTY SUSPENSE A/C.

*****				
July	11-06	Shepard & Morse Lbr. Co., dis. B&O #75529	- - - - -	\$ 14.69
Apl	22-07	Jos. T. Pearson, deduction B&O #65008	- - - - -	11.26
May	17-07	Taylor & Grate, car #529610	- - - - -	708.76
	17-07	" " " #11772	- - - - -	785.20
	27-07	" " " #108892	- - - - -	695.24
Apl	27-07	Northern Lbr. Co., frt. & dis. car #68519	- - - - -	94.02
July	3-07	Acme Box & Shook Co., car #14117	- - - - -	263.29
May	14-07	Mystic Lbr. Stge. Co. " #527825	- - - - -	510.44
	9-07	Clark & Co. - - - - - " #92611	- - - - -	869.88
Apl	12-07	Stevens-Eaton Co., deduction #553016	- - - - -	30.00
Mch	26-07	T.P. Scott & Co., dis. #18779	- - - - -	2.81
Nov.	20-06	Pennington Lbr. Co. discounts not allowed	- - - - -	37.61
June	21-07	Soble Bros. car #70394	- - - - -	438.94
	21-07	" " " #53785	- - - - -	268.01
	24-07	" " " #11344	- - - - -	548.54
	26-07	" " " #13465	- - - - -	324.34
	20-07	" " " #62683	- - - - -	304.47
July	12-06	Barker & Co. balance due on car #90566	- - - - -	.99
Dec.	7-06	" " frt. overcharge car #84053	- - - - -	6.79
	13-06	" " " " #25946	- - - - -	12.50
Apl	11-07	" " Car #77062	- - - - -	690.48
May	2-07	Fullerton-Powell H.L.Co. balance on car #28134	- - - - -	196.40
June	10-07	" " " car #93175	- - - - -	259.57
	12-07	" " " #45526	- - - - -	525.86
July	2-07	Hobart & Co. car #63337	- - - - -	851.26
	4-07	" " " #10202	- - - - -	523.80
	15-07	Jones Hardwood Lbr. Co. car #5781	- - - - -	811.66
Total - - - - -				\$9786.81

## NOTE :

Heretofore we have been giving the Lee County business credit on our books for lumber sold on the date of shipment instead of the date of settlement which is the correct time. For this reason, we had to go through the account and pick out the above items which had not been settled for on July 15th, 1907. These we have charged back to the account and have put them in a Suspense Account where they will stay until settlement is received. Most of the items are not yet due according to our terms while most of the small items are in dispute but which we hope to collect.

The John T. Dixon Lumber Co.



LEE COUNTY BUSINESS.

Interest a/c.

From July 15th to Sept. 1st, 1907.

Interest on \$7500.00	from July 15	to July 20	- 5 days	\$6.25
7381.54	" "	20 "	22 - 2 "	2.46
6180.08	" "	22 "	31 - 9 "	9.27
6000.02	" "	31 "	Aug. 2 - 2 "	2.00
5326.34	" Aug. 2	" "	8 - 6 "	5.32
5355.28	" "	8 "	15 - 7 "	6.25
5092.67	" "	15 "	16 - 1 "	.85
4853.97	" "	16 "	17 - 1 "	.81
5140.70	" "	17 "	20 - 3 "	2.57
5164.64	" "	20 "	24 - 4 "	3.44
4480.36	" "	24 "	27 - 3 "	2.24
4531.59	" "	27 "	31 - 4 "	3.02
				<u>\$44.48</u>

From Sept. 1st to Nov. 30th, 1907.

Interest on \$4531.59	from Sep. 1	to Sep. 6	- 5 days	\$3.77
4523.07	" "	6 "	7 - 1 "	.75
4567.55	" "	7 "	12 - 5 "	3.80
3366.58	" "	12 "	17 - 5 "	2.80
2613.22	" "	17 "	21 - 4 "	1.74
2507.43	" "	21 "	27 - 6 "	2.50
2816.00	" "	27 "	Oct. 4 - 7 "	3.28
2756.89	" Oct. 4	" "	7 - 3 "	1.37
2056.89	" "	7 "	19 - 12 "	4.11
2071.59	" "	19 "	22 - 3 "	1.03
1651.59	" "	22 "	28 - 6 "	1.65
1206.67	" "	28 "	31 - 3 "	.60
793.93	" "	31 "	Nov. 9 - 9 "	1.19
63.93	" Nov. 9	" "	18 - 9 "	.09
240.69	" "	18 "	23 - 5 "	.20
369.84	" "	23 "	27 - 4 "	.25
397.69	" "	27 "	30 - 3 "	.19
				<u>\$29.32</u>

The above is interest in full.



LEE COUNTY BUSINESS.

## Interest a/c.

To March 1st, 1907.

Interest on	\$8000	for 2 years	and 1 month	\$1000.00
	325	" 1	" 5	27.62
	1260	" 1	" 4	100.80
	1100	" 1	" 2	77.00
	185	" 1	"	11.10
	55	"	11	3.00
	750	"	9	33.75
	100	" 1	" 5	8.50
	30	"	5	.75
	180	" 1	" 4	14.40
	230	" 1	" 3	17.25
	270	" 1	" 2	18.90
	570	" 1	"	34.20
	295	"	11	16.22
	160	"	9	7.20
	250	"	7	8.75
	110	"	6	3.30
	170	"	5	4.25
				<u>1386.99</u>

From March 1st, 1907 to July 15th, 1907.

Interest on 13300	for 1 month	66.50
14200	" 1 "	71.00
11700	" 1 "	58.50
9600	" 1 "	48.00
7500	" <del>1</del> half month	18.75
		<u>\$1649.74</u>

From July 15th to Sept. 1st, 1907.

Int. on	\$7500.00	from July 15 to July 20	- 5	dys.	6.25
	7381.54	" 20 "	22	- 2 "	2.46
	6180.08	" 22 "	31	- 9 "	9.27
	6000.02	" 31 "	Aug. 2	- 2 "	2.00
	5326.34	" Aug. 2 "	8	- 6 "	5.32
	5355.28	" 8 "	15	- 7 "	6.25
	5092.67	" 15 "	16	- 1 "	.85
	4853.97	" 16 "	17	- 1 "	.81
	5140.70	" 17 "	20	- 3 "	2.57
	5164.64	" 20 "	24	- 4 "	3.44
	4480.36	" 24 "	27	- 3 "	2.24
	4531.59	" 27 "	31	- 4 "	3.02
					<u>\$44.48</u>



H.A. Johnson  
Correspondence

Copy Bill, Answer  
Statements business  
& Johnson letters &  
Contract



# LEE COUNTY SUSPENSE ACCOUNT.

Closed accounts eliminated.

\*\*\*\*\*

Pemington Lumber Co., discounts not allowed - - - - - 37.61

Soble Bros. balance due covered by two notes as follows:- 690.00

Feb. 7th Note Soble Bros. due Mar. 7th, '08 \$300.00  
12th " Jas. H. Cranwell " May 12th, '08 \$390.00

Barker & Co., balance due on car #90566 - - - - - .99  
" " " " " " #25946 - - - - - 12.50

Fullerton-Powell Hwd. Lbr. Co., balance due on car #45526 - - - 42.07

Hobart & Co., balance due on freights, cars #63337 & #10202 - - - 7.18

Mystic Lumber & Storage Co., balance due on car #97390 - - - - - 715.31  
covered by notes as follows:-

May 5 Note Blossom Bros. due Aug. 5/8 \$197.65  
15 " Mystic Lbr. Company Co. " July 15/8 \$200.00  
21 " " " " " " 30/8 \$200.00  
21 " " " " " " Aug. 10/8 \$200.00

The balance of these notes is for other lumber shipped that does not have anything to do with the Lee County business.

May 21 The C.E. Littell Co., car #12710 - - - - - 230.66

26 Mann-Caven Lumber Co. " #93898 - - - - - 605.21  
26 " " " " " #90409 - - - - - 516.06  
26 " " " " " #3336 - - - - - 547.46

June 16 G. Elias & Bro., car #95336 - - - - - 596.89

29 Doyle, Thomson & Co., car #14417 - - - - - 834.13  
30 " " " " " #14024 - - - - - 488.10

Total balance - - \$5324.17

The above is the Lee County Suspense Account "in a nutshell" July 18th, 1908.



WHEREAS the parties hereto have disagreed about the final settlement, & the mode & manner in which final settlement shall be made, of the timber & lumber operation on Strait Creek in Lee Co., Va., conducted in the name of The Jno. T. Dixon Lb'r. Co., & being the lumber cut & manufactured by H. A. Johnson for them from the Carter lands & about 75,000 feet of lumber bought of A. L. Lion;

AND WHEREAS the parties hereto desire to adjust and settle all differences between them amicably & to agree upon a mode & manner of settlement that will fully comply with their original agreement under which said lumber & timber was purchased & manufactured & which will be just & equitable;

AND WHEREAS no written contract was ever signed by the undersigned parties hereto setting forth the terms of their agreement as to the manufacture & sale of said lumber;

AND WHEREAS all of said timber has been manufactured into lumber & most of same has been sold & shipped out & all the balance thereof is on sticks on the yard at the mill & operation & at the Tunnel;

AND WHEREAS the original agreement- but not reduced to writing- between the parties hereto was that the Jno. T. Dixon Lumber Co., of Elizabethton, Tenn., on its part would purchase and pay for said timber, saw mill plant & outfit & stock to manufacture & market said timber; sell said lumber manufactured from said timber, keep all books as to sale of said lumber & collect the monies from such sales; also furnish the money to manufacture & market said timber; they to be paid interest on the investment in purchasing the timber, saw mill plant, outfit & stock until said money



was paid back to them out of the sales of the lumber, but not to be paid interest on the fund furnished to manufacture said timber into lumber, and all investments paid & laid out by The Jno. T. Dixon Lbr. Co., in the purchase of the timber, saw mill plant, outfit & stock, and the manufacture of said timber into lumber to be paid back to it, and the net profits arising from said lumber to be divided as follows: Two thirds to Jno. T. Dixon Lb'r. Co., one half thereof being for profit on the investment & the balance being for the sale of the lumber & the work incident to said sale and the one-third, the balance thereof, to H. A. Johnson for his labor, time & energy in manufacturing, hauling & shipping out said lumber for said Jno. T. Dixon Lb'r. Co.;

AND WHEREAS it was agreed between the parties hereto that said lumber should be sold within four months after the manufacture of same was finally completed, or as soon thereafter as possible;

AND WHEREAS no settlement has been made between the parties hereto on the lumber sold by the Jno. T. Dixon Lb'r. Co., from said operation & whereas the parties hereto now agree upon a basis upon which to wind up said transaction & business & a settlement thereof;

Now, therefore, this agreement made this the 21st day of September, 1907, between The Jno. T. Dixon Lumber Co., and the said H. A. Johnson, witnesseth;

That the said Jno. T. Dixon Lb'r. Co., shall charge said business & operation with any & all sums paid out as aforesaid, with interest as aforesaid, and credit same with all sums received & to be hereafter received from the sale



of lumber, saw mill plant, outfit & stock & property, and sell as expeditiously as possible lumber on hand & together with H. A. Johnson sell the saw mill outfit, horses & other property for the best price obtainable, and out of the funds so in hand & hereafter received, pay amount due them as aforesaid, pay H. A. Johnson Three Thousand Dollars cash on his profits, and all the residue of fund received & to be received <sup>Pay themselves the \$3000.00 paid H. A. Johnson as aforesaid</sup> retain two-thirds of the profits and pay H. A. Johnson one-third thereof at the end of each sixty days from this date as the money is received until the business is fully wound up. <sup>^^</sup> The said Jno. T. Dixon Lbr. Co. will render a statement to H. A. Johnson of all sales made at the end of each 60 days, showing all sales of lumber & property to whom sold & terms of sale & prices sold for, and in addition to the cash on hand & due to said Johnson he shall also be entitled to one-third net in amount of all notes or accounts outstanding & due for lumber & property unpaid for at the <sup>time the said lumber & property is all sold</sup> ~~end of each 60 days from this date~~, if he desires to take over said notes & accts to this extent.

In witness whereof we hereunto affix our names & seals.

*The John T. Dixon Lbr Co*  
(Signed) H. A. Johnson (SEAL)

*H A Johnson* (SEAL)

*Signed in duplicate*

*Witness*

*E. S. Finney*

*It being understood that the \$3000.00 paid to H. A. Johnson under this contract shall be retained by the Jno T. Dixon Lbr Co. out of H. A. Johnson's 1/3 of the profits until the said \$3000.00 is repaid to them & then the residue of the net profits to be divided 2/3 to the Jno T. Dixon Lbr Co & 1/3 to H. A. Johnson*



Contract between

THE JOHN T. DIXON LUMBER CO.

and

H. A. Johnson.

September 21-1907.



In the Clerk's Office of the Circuit Court of the county of Lee, on the 28<sup>th</sup>  
day of July, 1908

H. A. Johnson,

Plaintiff

against

against John P. Dixon, doing business under the  
name and style of The John P. Dixon  
Lumber Company, Defendant

Defendant

In Chauncy.

The object of this suit is to wind up and settle the partnership heretofore contracted and now existing between said parties; to have a receiver appointed, if necessary, to take charge of and dispose of the partnership effects, and to collect from the said John P. Dixon Lumber Company the amount due to the said H. A. Johnson from the proceeds of the sale of Lumber by the said John P. Dixon Lumber Company under this said partnership, which is about \$1,600.<sup>00</sup>,

And an affidavit having been made and filed that the defendant

at, John T. Dixon, is

<sup>a</sup>  
not resident of the State of Virginia, it is ordered that he do appear here within fifteen days after due publication hereof, and do what may be necessary to protect his interest in this suit. And it is further ordered that a copy hereof be published once a week for four weeks in the Pennington News and that a copy be posted at the front door of the Courthouse of this county as prescribed by law.

A copy—Teste:

A copy—Teste :

J. C. Noel,

p. q.

N. O. J. Ewing  
By M. C. Handy

Clerk.

By M. C. Handley, D.C.



H.A. Johnson

vs. }

ORDER OF  
PUBLICATION

The John T. Dixon  
Lumber Company,

Virginia, Lee County, to-wit:

I, H.A. Ewing, Clerk, of  
The Circuit Court for & said  
County & State aforesaid,  
do certify that I posted a  
true copy of the within or-  
der of publication at the  
front door of the Court-  
house of said County on  
this day.

Given under my hand,  
on this July 28, 1908,

H.A. Ewing,  
Clerk.



H. A. Johnson,  
vs.  
John T. Dixon Lumber Co.,

Virginia, Lee County, To Wit:

I, H. A. Johnson, do solemnly swear that John T. Dixon,  
the defendant in the above styled cause is not a resident of the  
State of Virginia.

Given under my hand, this twenty-seventh day of July, One  
thousand, nine hundred and eight.

H A Johnson

Subscribed and sworn to before me, this 27th day of July,  
1908, by H. A. Johnson.

Charles Bais  
Notary Public.



**The Commonwealth of Virginia,**

To the Sheriff of the County of Lee, Greeting:

WE COMMAND YOU, That you summon

*John T. Dixon, doing business under the name and style of The John T. Dixon Lumber Company.*

to appear at the Clerk's office of the Circuit Court of the County of Lee, at rules to be held for the said court, on

the *3rd* Monday in *August*, 190*8*, to answer a bill in chancery exhibited against *him* by *H. A. Johnson*

And have then there this writ. Witness, H. C. T. EWING, Clerk of our said Court, at the court-house, the *28th*

day of *July*, 190*8*, and 1*33*<sup>rd</sup> year of the Commonwealth.

A Copy, Teste:

*H. C. T. Ewing*, Clerk

, Clerk



*H. A. Johnson*

VS

}

SUBPOENA  
IN  
CHANCERY

*Phy John P. Dixon*  
*Lumber Company,*  
*J. C. Noel,* p. q.

To

*2<sup>nd</sup> August*

Rules

*Circuit*

Court

*1908.*



H. A. Johnson, Plaintiff,

Vs.

John P. Dixon, doing business  
under the name and style of  
the John J. Dixon Lumber Com-  
pany, - - - Defendant.

In Chancery.

**ORDER OF PUBLICATION.**

VIRGINIA;

In the Clerk's Office of the Circuit Court of the  
county of Lee, on the 28th. day of July 1908.

H. A. JOHNSON, Plaintiff,

VS.

JOHN J. DIXON, doing business under the  
name and style of The John J. Dixon Lumber  
Company, Defendant.

In Chancery

The object of this suit is to wind up and settle  
the partnership heretofore contracted and now  
existing between said parties to have a receiver  
appointed if necessary, to take charge of and  
dispose of the partnership effects, and to collect  
from the said John T. Dixon Lumber Company  
the amount due to the said H. A. Johnson from  
the proceeds of the sale of lumber by the said  
John T. Dixon Lumber Company under their  
said partnership, which is about \$1,600.00.

And an affidavit having been made and filed  
that the defendant, John T. Dixon, is not a resi-  
dent of the State of Virginia, it is ordered that  
he do appear here within fifteen days after due  
publication hereof and do what may be neces-  
sary to protect his interest in this suit. And it is  
further ordered that a copy hereof be published  
once a week for four weeks in The Pennington  
News and that a copy be posted at the front  
door of the Courthouse of this county as prescri-  
bed by law.

A copy-Test.

J. C. Noel, p. q.

H. C. T. Ewing, Clerk  
By M. E. Flanary, D.C.

This is to certify that the order of  
Publication hereto attached of H. A. Joh-  
son against John J. Dixon, doing business  
under the name and style of the John  
J. Dixon Lumber Company, was published  
four successive weeks in the Penning-  
ton News, a weekly News Paper publish-  
ed in Lee County Virginia, beginning  
on the 31st. day of July and ending on  
the 21st. day of August, 1908.

Given under my hand on this the 29th.  
day of August, 1908.

*W. C. Hopkinson*  
Editor



H. S. Johnson ~~Co~~

vs. { Bill Hickman

The John T. Dixon Lumber Co

---



The Globe Crushed Envelope  
SIZE 10—1½